THE YOUNG CLERKS GUIDE:

OR,

An exact collection of choice *ENGLISH PRESIDENTS*,

according to the best forms now used.

For all sorts of Indentures, Letters of Attorney, Releases, Conditions, &c.

Very usefull and necessary for all, but chiefly for those that intend to follow the Attorney's practice.

Compiled by Sr. *R. H.* Councellor: And Revised by an able practitioner.

The second Edition, corrected and amended.

LONDON, Printed by *R. L.* for *Matthew Walbanck*, and are to be sold at his shop, at *Grase-Inne* Gate, 1650.

George Slaughter
his Booke

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An Indenture of Annuity.

THis Indenture made the twentieth day of, &c. in the, &c. between I. S. of *Skipton* in the County of *York* Eſquire, of the one part; and C. P. of *London* Eſquire, of the other part, witneſſeth, That the ſaid I. S. for, and in conſideration of the ſumme of, &c. to him before the enſealing and delivery of theſe preſents, well and truly contented and paid, whereof and wherewith, he the ſaid I. S. doth acknowledge and confeſſe himſelf to be fully ſatisfied, and thereof, and of every part and parcell thereof, doth clearly acquit and diſcharge the ſaid C. P. his Heires, Executors, and Adminiſtrators, and every of them for ever by theſe preſents: * Hath given granted and confirmed, and by theſe preſents doth give, grant and confirm, for him and his Heirs, unto the ſaid C. P. his Executors and Aſſignes, One Annuity or yearly Rent-charge of two hundred pounds of Lawfull money of *England* to be iſſuing and going out of all thoſe the Mannors and Lordſhips of *Stanton*, &c. with all and ſingular their rights, members and appurtenances, in the ſaid County of *York*: and out of all and ſingular the Meſſuages, Cottages, Houſes, Edifices, buildings, barns, Stables, Orchards, Gardens, Lands, Tenements, Medows, Feedings, Paſtures, Commons, Moors, Marſhes,

* *Grant.*

Rents, Reversions, Services, Profits, Commodities, Emoluments, & Hereditaments whatsoever, with the appurtenances to the several Mannors, or any of them belonging, or heretofore had used, reputed, occupied or injoyed, as part or parcel of them, or any of them; And also, out of all other the Lands, Tenements, & Hereditaments of the said I. S. within the said County of *York*: To have & to hold, perceive, receive, & take the said Annuity or yearly Rent-charge of, *&c.* unto the said C. P, his Executors, and Assignes, from the day of the date of these presents, for, and during the full terme and time of forty years now next ensuing, and fully to be compleat and ended, if the said C. P. and R. P. Esq. Nephew to the said C. P. or either of them shall so long live; To be paid at four most usual Feasts or Termes in the year, That is to say, at the Feast of, *&c.* by even and equall portions; At or in the Church-porch of the Parish Church of, *&c.* And the said I. S. for himselfe, his Heires Executors, Administrators and Assignes, and for every of them, doth covenant, promise, and grant to and with the said C. P. his Heires and Assignes, that if it shall happen the said yearly Rent of *&c.* to be behind and unpaid, in part or in all, over or after any of the said Feast days, in which the same ought to be paid, being lawfully demanded, according to the true intent and meaning of these presents, That then he the said I. S. his Heires, and Assignes, shall and will not only forfeit, and loose unto the said C. P. his Executors or Assignes, for, or in the name of a pain or penalty, the sum of forty shillings of lawfull money of *England*, for every day that the said yearly Rent shall happen to be behind and unpaid, in part or in all over

A Covenant to pay 10 l. for every day after default, in payment of the Rent, and to re-enter.

over or after any of the ſaid Feaſt dayes, wherein the ſame ought to be paid as before is mentioned: But alſo that it ſhall and may be lawfull to and for the ſaid C. P. his Executors and Aſſignes, and to and for every of them from time to time, from and after every the ſaid Feaſt dayes, wherein the ſaid yearly Rent, or any part thereof, ſhould or ought to be paid as before is mentioned, into all and ſingular the ſaid Mannors, and into every of them, and into all other the Lands, Tenements, and Hereditaments to the ſaid Mannors or any of them belonging, and into all other the premiſſes, with all and ſingular their appurtenances, and into every or any part or parcell thereof, at his or their or any of their free wils and pleaſures, to enter and diſtrain as well for the ſaid yearly Rent, as for the ſaid ſumme or ſummes of money, which ſhall or may happen or become forfeited or loſt for or in the name of a paine as is aforeſaid; and for the arrearages of them and either of them, if any ſhall happen to be, and the diſtreſſe and diſtreſſes, then and there found to lead, drive, take, and carry away, and the ſame to detaine and keep, untill the ſaid C. P. his Executors or Aſſignes ſhall be fully ſatisfied contented and paid. And the ſaid I. S. for himſelfe, his Executors, &c. doth covenant and grant to and with the ſaid C. P. his Executors, &c. that he the ſaid I. S. at the time of the enſealing & delivery of theſe preſent Indentures is ſolely rightfully, and abſolutely ſeized in his demeaſne, as of Fee-ſimple to his own proper uſe and behoofe, without any manner of condition or limitation, of any uſe or uſes, to alter, change or determine the ſame, of and in the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and all other the premiſſes above named, with their appur-

Covenant that he is ſeized in Fee, and hath power to charge the premiſſes with the Annuity.

tenances, and of every part and parcell thereof: And that he now hath full power and lawfull authority, to charge all and ſingular the ſame premiſſes, with the appurtenances and every part thereof, to and with the ſaid Annuity or yearly Rent, *&c.* in manner and form above declared; And alſo that the ſame Mannors, Meſſuages, Lands, Tenements, and all other the premiſſes now are, and ſo from time to time, and at all times, for and during the ſaid terme of forty years (if the ſaid R. and C. or either of them, ſhall ſo long live) ſhall and may remain and continne liable, ſufficient and avert to and for diſtreſſe, and diſtreſſes of the ſaid A. and of his Executors or Aſsignes, as the caſe in that behalfe ſhall require, for and concerning the ſaid yearly Rent, and other the premiſſes, and every part thereof; And the ſaid I. S. for himſelfe, *&c.* That he the ſaid I. S. his Executors and Aſsignes, ſhall and will from time to time and at all times hereafter, for and during the ſpace of five years next enſuing the date hereof, at the reaſonable requeſt of the ſaid C. P. his Executors and Aſsignes or any of them, at his or their or any of their proper coſts & charges in Law, do make, knowledge, & ſuffer, or cauſe & procure to be made knowledged & ſuffered, all & every ſuch further reaſonable and lawful act and acts, thing & things, deviſe and deviſes in the Law whatſoever, for the further more perfect and better aſſurance, ſurety and ſure making of the ſaid Annuity or yearly Rent-charge of, *&c.* to the ſaid C. P. his Executors or Aſsignes, for and during the ſaid terme of forty years, if the ſaid C. and R. do ſo long live, according to the true intent and meaning of theſe preſents, as by the ſaid C. P. his Executors, Adminiſtrators or Aſsignes, or by any of them, or by any of their Councell learned in the Laws, ſhall be reaſonably deviſed, adviſed or required. In witneſſe whereof, the parties aforeſaid to theſe preſent

In-

Indentures, have not only interchangably ſet their &c. but alſo the ſaid I. S. hath given and delivered unto the ſaid C. P. ten ſhillings currant *Engliſh* money, in the name of ſeizin of the aforeſaid Annuity or yearly Rent, charge, &c. before mentioned. Dated the day and year firſt above written.

An Indenture of Leaſe with extraordinary Covenants.

THis Indenture made &c. between C. B. of *&c.* of the one part; and I. S. of *Stretton*, in the County of &c. Witneſſeth; that the ſaid C. B. for and in conſideration of &c. hath demiſed, granted, ſet, and to Farm-let, and by theſe preſents doth &c. unto to the ſaid I. S. all that his Meſſuage or Tenement, ſet, lying & being in &c. aforeſaid, together with all Houſes, edifies, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Paſtures, Feedings, Cõmons, Profits, & Commodities whatſoever, to the ſaid Meſſuage or Tenement of right in any wiſe, belonging, lying within the Town or fields of *Stretton*, aforeſaid; All which Meſſuage or Tenement, with all other the premiſſes, are now in the occupation of the ſaid I. S. (except & always reſerved) out of this preſent Leaſe, all manner of Trees growing or being in or upon the ſaid premiſſes, or any part thereof. To have & to hold the ſaid Meſſuage or Tenement, with all Houſes, Edifices, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Paſtures, Cõmons, Profits, with their apurtenances, as is aforeſaid (except before excepted) unto the ſaid I. S. his Executors, &c. from the day of the date of theſe preſents, unto the full end and term of twenty and one years from thence next enſuing, and fully to be compleat & ended: Yeilding and paying therefore yearly, during the ſaid

term, unto the ſaid C. B. and to the Heirs of his body lawfully begotten, and for default of ſuch iſſue, to the right Heires inheritable to the premiſſes, the yearly rent of &c. At the two Feaſts in the year, That is to ſay, at the Annunciation of our Lady, and St. *Michael* the Arch angel, by even & equall portions, and doing ſervice to the Court, of the ſaid C. B. his Heirs and others aforeſaid, at his or their Mannor of S. aforeſaid, as often as it ſhall be kept there, at or upon reaſonable ſummons or warning, as other Tenants of the ſaid Mannor do, or ſhould do; And at the deceaſe of the ſaid I. S. and ſuch his Aſſigns, as hereafter by him ſhall be nominated or appointed dying Tenants of the premiſſes, to pay his or their beſt Beaſt unto the ſaid C. B. and to ſuch as the remainder or reverſion of the ſaid Mannor ſhall come unto, in the name of a Heriot: And if it ſhall happen the ſaid yearly rent of, &c. to be behind or unpaid, in part or in all, by the ſpace of &c. next after any of the ſaid feaſts at which it ought to be paid (if it be lawfully demanded) That then, & from thenceforth, it ſhal & may be lawful unto & for the ſaid C. his Heirs, &c. & all & every other the perſons above-named to whom the right thereof ſhall appertain, as aforeſaid, into the ſaid Meſſuage or Tenement, and all other the premiſſes, with th' appurtenances, wholly to re-enter, and the ſame to have again, retain and re-poſſeſſe, as is in his or their former eſtate, this Indenture or any thing therein contained to the contrary, in any wiſe notwithſtanding. And alſo it is covenanted and agreed, that it ſhall and may be lawfull unto the ſaid I. S. and his Aſſigns to lop the trees growing upon any parcell of the premiſſes heretofore lopped at all times convenient, for the neceſſary fencing of the hedges: And the ſaid I. S. doth covenant and grant for him, his Excecutors, Adminiſtrators and Aſſignes,

For reparations.

Aſſigns, by theſe preſents, to and with the ſaid C. B. his Heirs, Excecutors, Adminiſtrators and Aſsigns, and every of them: That he the ſaid I. S. and his Aſſigns, ſhall make and do, or cauſe to be made or done, at his and their own proper coſts and charges, all and all manner of reparations in and upon the premiſſes before by theſe preſents granted and letten from time to time, when and as often as need ſhall require, during the ſaid term of, &c. and ſo well and ſufficiently repaired, ſhall in the end of the ſaid term, or other ſooner determination of this preſent Leaſe, yeild up and leave the ſame. And further ſhall from time to time, during the ſaid term, do his or their ſuit to the Mill or Mils of the ſaid C. B. within the ſaid Mannor of S. aforeſaid, and all ſuch Corn and other grain whatſoever, as the ſaid I. S. aforeſaid, doth or may accuſtomarily uſe, to grind or cauſe to be ground, to be at the ſame Mill or Mils ground. And it is further covenanted and agreed between the ſaid parties, That it ſhall and may be lawfull to and for the ſaid C. B. and his Heirs, or any to whom the right thereof ſhall apperta'n, as aforſaid, if it be their pleaſure at any time hereafter, during the ſaid term, to make any exchange of parcel or parcels of the Lands or Meadows, or any part or parcell of the premiſſes belonging to the ſaid Meſſuage or Tenement, to take and to have the ſame at his or their will and pleaſure, giving and allowing unto the ſaid I. S. and his Aſſigns, as much land in quantity and goodneſſe for the ſame, in ſuch place within the Fields of S. aforeſaid, as by the judgment and diſcretion of four of the Tenants of the ſaid C. B. and his Heirs, or any to whom the right thereof ſhall appertain, as aforeſaid, then dwelling in S, aforeſaid, ſhall be adjudged, nominated and appointed: And the ſaid I. S. covenanteth and grant-

To do ſuit belonging to the Mils of the ſaid Mannour.

teth, &c. That he the ſaid I. S. or his aſſigns, ſhal and wil yearly during the ſaid term, at ſeaſonable times, due & convenient in the year, plant or ſet in upon the premiſſes, ſix handſom young trees or ſaplings of Oak, Elm or Aſh; and them ſo planted and ſet, ſhall from time to time, yearly cheriſh, preſerve, ſuſtein and ſuffer to grow and increaſe to the moſt profit, uſe and behoof of the ſaid C. B. his Heirs and Aſsigns for ever. *Provided* always, and it is fully conditioned and agreed between the ſaid parties, that the ſaid I. S. ſhall not at any time hereafter, demiſe, grant, let, ſet aſsign, or by any other ways or means, put away or depart with the ſaid Leaſe, Term of Years, Meſſuage or Tenement, and other the premiſſes, with the appurtenances, or any part or parcel thereof, or do procure or ſuffer to be done, any act, deed or thing whatſoever, whereby the ſame, or any part or parcel thereof, ſhall or may at any time hereafter, revert, deſcend, or come unto any perſon or perſons whatſoever, other then unto his Wife and Child at any time during the ſaid term, without the conſent of the ſaid C. B. or his Heirs, and other the perſons aforeſaid, firſt had and obtained in writing under his or their hands and ſeals, upon pain of forfeiting of his Indenture of Leaſe, any thing herein contained to the contrary, in any wiſe notwithſtanding.

And the ſaid C. B. covenanteth for himſelf, his Heirs, Executors and Adminiſtrators, to warrant and defend the ſaid Meſſuage or Tenement, and all other the premiſſes above letten, unto the ſaid I. S. & ſuch his Aſsigns as are above expreſſed, againſt all perſon or perſons pretending any title to the ſame, from by or under him the ſaid C. B. his Heirs or Aſsigns during the ſaid term, according to the true intent and meaning of theſe preſents. In witneſſe whereof the parties firſt above named, to theſe preſent Indentures interchanga-

changably have ſet their hands, and ſeals, the day and year firſt above written. *Annoq; Dom.* 1636.

A Deed of Gift made to one to ſave him Harmleſſe from all Bonds.

TO all Chriſtian people to whom this preſent writing ſhall come, I. I. P of *&c.* ſend greeting in our Lord God everlaſting: Know yee, that I the ſaid I. P. aſwell for the indempnity, diſcharge and ſaving harmleſſe of R. B. of *&c.* his Heirs, Executors and Adminiſtrators and every of them, off and from all manner of Bonds and writings obligatory whatſoever, wherein the ſaid R. B. is and ſtandeth bound for me the ſaid I. P. in any ſumme or ſummes of money to any Perſon or perſons whatſoever; as alſo for divers other good cauſes and conſiderations me hereunto eſpecially moving, *Grant.* Have given, granted, bargained, ſold, and confirm'd, and by theſe preſents do give, grant, bargain, ſel and confirm unto the ſaid R. B. All and ſingular my Leaſes, Goods and Chattels whatſoever, as well reall as perſonall, of what kind, nature, quality or condition ſoever the ſame are or be, and in what place or places ſoever the ſame ſhall or may be found, as well in my own cuſtody and poſſeſſion as in the hands, cuſtody and poſſeſſion of any other perſon or perſons whatſoever, *To have and to hold* all and ſingular the ſaid Leaſes, Goods and Chattels, and all other the premiſſes with the appurtenances to the ſaid R. B. his Heirs, Executors, Adminiſtrators & Aſsigns, to his and their own proper uſe and behoof for ever: And I the ſaid I. P. and my Heirs, all and ſingular the ſaid Goods & Chattels and other the premiſſes unto the ſaid R. B. his Executors, Adminiſtrators and Aſsigns, to his and their own proper uſe as aforeſaid, ſhall and will warrant and

for

for ever defend, by theſe preſents. *Provided* always, that if I the ſaid I. P. my Executors, Adminiſtrators or Aſsigns or any of us, doe or ſhall from time to time, and at all times hereafter clearly acquit and diſcharge, or otherwiſe ſufficiently ſave and keep harmleſſe the ſaid R. B. his Excecutors, Adminiſtrators and Aſsigns and all his and their Goods, Chattles, Lands, Tenements and hereditaments, and every of them, off and from all and ſingular bonds and writings obligatory whatſoever, wherein, or whereby the ſaid R. B. at the requeſt and for the debt of me the ſaid I. P. is and ſtandeth bound to any perſon or perſons whatſoever, in any ſumme or ſums of money, and off and from all manner of Actions, Suits, Charges, Troubles, Expences and Demands whatſoever, which ſhall or may in any wiſe hereafter happen, come, grow or be to or againſt the ſaid R. B. his Excecutors or Adminiſtrators or any of them, for or by reaſon or means of the ſame obligations or writings obligatory, or any of them, or any thing in them, or any of them mentioned or contained, that then this preſent Deed or Grant, and every thing herein contained, ſhall be utterly void and of none effect, any thing herein before ſpecified to the contrary thereof in any wiſe notwithſtanding. In witneſſe whereof *&c.*

A Leaſe of a Houſe and certain Lands made in conſideration of a certain ſum of money, the Fee-ſimple being in the Leſſor.

THis Indenture made *&c.* Between M. C. of *&c.* Gentleman, and *Anne C.* his wife on the one part, and T. E. of *&c.* Eſquire on the other part, witneſſeth that the ſaid M. C. and *Anne* his wife, for and in conſideration of the ſumme of *&c.* of lawfull money of *England* to them in hand paid before the enſealing and delivery

delivery of theſe preſents by the ſaid T. E. whereof and wherewith they the ſaid M. C. and A. do acknowledg theſelvs to be fully ſatisfied, contented and paid; & thereof & of every part and parcel therof, do cleerly acquit and diſcharg the ſaid T. E. his Executors, Adminiſtrators and Aſsigns by theſe preſents, Have demiſed, granted, ſet, and to farm let, and by theſe preſents to demiſe, *&c.* unto the ſaid T. E. his *&c.* All that their Manſion houſe with the Rights members and appurtenances thereof ſcituate, lying and being in *Arleſcot*, in the pariſh of N. in the County of W. And all that Cloſe of paſture commonly called or known by the name of the middle paſture, containing by eſtimation forty Acres be it more or leſſe; And alſo all that Cloſe of paſture, commonly called or known by the name of the middle paſture, containing by eſtimation twenty Acres, be it more or leſſe: And all that cloſe of paſture *&c.* All and ſingular which ſaid cloſes and other premiſſes are, or late were in the tenure or occupation of the ſaid M. or of his Aſsignee or Aſsignees, & are ſcituate, lying & being in A. aforeſaid in the ſaid C. of N. and alſo all other Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Commons, Waſt Ground, Moors, Marſhes, Rents, Reverſions, Services, Profits, Commodities and Hereditaments whatſoever of them the ſaid M. C. or *A. C.* or either of them ſcituate, lying and being in *Aleſcot* aforeſaid, or N. or in either of them in the ſaid County of N. *To have and to hold* the ſaid Manſion houſe, Cloſes of Meadow paſture and errable, and all and ſingular other the premiſſes with their and every of their appurtenances, before by theſe preſents demiſed, and every part and parcell thereof unto the ſaid T. E. his Excecutors, Adminiſtrators and Aſſignes from the Feaſt day of &c. laſt paſt before the

date

date hereof, unto the full end and terme of, *&c.* from thence next enſuing and fully to be compleat and ended, yeilding and paying therefore Yearly during the ſaid terme unto the ſaid M. C. and *A.* his wife, their Heires and Aſſigns, one pepper corn at the Feaſt of, *&c.* if the ſame be lawfully demanded; And the ſaid M. C. for himſelfe, and for the ſaid *A.* his wife, their Heires, Executors, Adminiſtrators and Aſsignes, and for every of them, doth covenant promiſe and grant to and with the ſaid T. E. his Executors, Adminiſtrators and Aſsignes, and to and with every of them by theſe preſents in manner and form following, that is to ſay, That he the ſaid M. C. at the time of the enſealing and delivery of theſe preſents ſtanderh and is lawfully ſeized in his Demeaſne as of Fee, of and in the ſaid Manſion houſe ſeverall Cloſes, and of and in all other the premiſſes before, by theſe preſents, demiſed or mentioned to be demiſed with their and every of their appurtenances, without any manner of condition or limitation of uſe or uſes, to alter, change or determine the ſame: and that they the ſaid *M. C.* and *A.* or one of them now have or hath full power and authority to demiſe and grant the ſaid Manſion houſe, and other the premiſſes, with their appurtnances, and every part and parcell thereof unto the ſaid T. E. his Executors, Adminiſtrators and Aſsignes, in manner and forme aforeſaid. And alſo that the ſaid Manſion houſe, Cloſes, and other the premiſes before by theſe preſents demiſed or meant, mentioned or intended to be demiſed, and every part and parcell thereof now are, and by and during the ſaid terme of, *&c.* by theſe preſents granted ſhall be, remain and continue unto the ſaid T. E. his Executors, Adminiſtrators and Aſſignes of the clear yearly value of, *&c.* at the leaſt over and above all Charges and repriſes; And further that he the ſaid

T. E.

T.E. his Executors Adminiſtrators & Aſſignes, under the Rent, Covenants, Grants, and Agreements in theſe preſents contained, ſhall and may at all times hereafter, and from time to time during the term hereby granted and demiſed or meant, mentioned or intended to be granted or demiſed, quietly, and peaceably have, hold, uſe, occupy poſſeſſe and enjoy the ſaid Manſion houſe, Cloſes, and all other the premiſſes, and every part and parcell of them, with their and every of their appurtenances: And the Rents, Iſſues & Profits thereof, ſhal or may receive, perceive, & take to his and their own proper uſe and behoof, clearly acquitted, exonerated & diſcharged of, & from, all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Statute-merchant, and of the Staple Recognizances, Intruſions, Judgements, Executions, Rents Charge, rents Seck, Arrerages of Rents, Debts, and duties to the Kings Majeſty; And of and from all other Charges, Titles, Troubles and Incumbrances whatſoever, had made, committed, done, or ſuffered by the ſaid M. C. and A. or either of them, their or either of their Heires or Aſsignes, or by any other perſon or perſons whatſoever; And moreover the ſaid M. C. for himſelf, and for the ſaid A. his Wife, their Heires, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid T. E. his Executors Adminiſtrators and Aſsignes, and to and with every of them by theſe preſents, that he the ſaid M. C. and A. his Wife, their Heires, and Aſſignes ſhall and will at all times hereafter, and from time to time, during the time and ſpace of five years next enſuing the date hereof, upon all and every reaſonable requeſt and requeſts to him or them, or any of them, to be had or made by the ſaid T. E. his Executors, Adminiſtrators, or Aſsignes, or any of them, and at the coſts and charges in the Law

of

of him the ſaid T. E. his Executors, or Aſsignes, or ſome of them, do make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered all and every ſuch further lawfull act and acts, thing and things, deviſe and deviſes in the Law whatſoever, for the better confirmation of theſe preſents. And for the better and further aſſurance, ſurety, ſure making and conveying of the ſaid Manſion houſe, Cloſes, and other the premiſſes, and every or any of them, with their and every of their appurtenances, for and during the ſaid terme of years hereby granted, or mentioned to be granted unto the ſaid T. E, his Executors, Adminiſtrators and Aſsignes, according to the true intent and meaning of theſe preſents, as by the ſaid T. E. his Executors, Adminiſtrators or Aſsignes, or by his or their Councell learned in the Law, ſhall be reaſonably deviſed. In witneſſe, *&c.*

An Aſſignment of the ſame Leaſe and premiſſes to a Third perſon in Truſt, upon condition, that if the money be not paid, the Aſſignment to be voyd.

THis Indenture made the, *&c. Between* T. E. of, *&c.* on the one part; and T. C. of, *&c.* on the other part: Witneſſeth, That whereas M. C. of, *&c.* Gentleman; and A. C. then Wife of the ſaid M. by their Indenture of Leaſe, bearing date the, *&c.* for the conſiderations therein mentioned, did demiſe, grant and to farm-let unto the ſaid T. E. his Executors, Adminiſtrators and Aſſignes, all that his Manſion houſe, with the rights, members and appurtenances thereof, ſcituate, lying and being in *Arleſcot*, in the Pariſh of N. in the County of N. and all that Cloſe of paſture, commonly called or known by the name of the Great Cloſe, containing by eſtimation, forty Acres, be it more or leſſe: And alſo all that Cloſe of paſture,

paſture, commonly called or known by the name of the Middle-Paſture containing by eſtimation, forty Acres, be it more or leſſe. And all that Cloſe of Meadow, &c. all and ſingular which ſaid Cloſes, and other the premiſſes, then or late were in the tenure or occupation of the ſaid M. his Aſſignee or Aſsignees, and are ſcituate, lying and being in *Arleſcot* aforeſaid, in the ſaid County of N. And alſo all other Meſſuages, Houſes, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Commons, Waſt-ground, Moors, Meadows, Marſhes, Rents, Reverſions, Services, Profits, Commodities, and Hereditaments whatſoever, of them the ſaid M. C. and A. C. or either of them, ſcituate, lying and being in A. aforeſaid; and N. or in either of them in the ſaid County of M. *To have and to hold* the ſaid Manſion houſe, Cloſes of Meadow Paſture and errable, and all and ſingular other the premiſſes, with their and every of their appurtenances, by the ſaid Indenture of Leaſe, demiſed or mentioned to be demiſed; and every part and parcell thereof unto the ſaid T. E. his Excecutors, Adminiſtrators and Aſſignes, from the Feaſt of *&c.* then laſt paſt, before the date of the ſame Indenture of Leaſe unto the full end & term of *&c.* from thence next enſuing, and fully to be compleat & ended. *Yeilding* & paying therefore yearly, during the ſaid term unto the ſaid M. C. & A. his Wife, & to the Heirs and Aſſigns of the ſaid M. One Pepper Corn onely at the Feaſt of, *&c.* if the ſame ſhall be lawfully demanded, as in and by the ſame Indenture of Leaſe, amongſt divers other Covenants, Grants, Articles, and Agreements therein contained more fully and at large it doth and may appear. Now this Indenture further witneſſeth, the ſaid T. E. for and under the proviſo or condition hereafter in theſe preſents mentioned and expreſſed,

hath

hath bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely bargain, ſell, aſsign and ſet over unto the ſaid T. C. his heirs and aſsignes, all the eſtate, right, title, intereſt, property, poſſeſsion, term of years, claim and demand whatſoever, which he the ſaid T. E. now hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid Manſion-houſe, cloſes of Land and other the premiſſes, with the appurtenances by the ſaid Indenture of Leaſe demiſed; and in and to every or any part or parcell thereof, by force and vertue of the ſaid recited Indenture of Leaſe, provided always, that if the ſaid T. C. his Heires, Excecutors, Adminiſtrators or Aſsignes, or ſome of them, ſhall not well and truly pay or cauſe to be paid unto the ſaid T. E. his Exceutors, Adminiſtrators or Aſsignes, the ſum of *&c.* without fraud *&c.* That then this preſent Indenture and all and every Covenant, Grant, Article and Agreement therein contained, ſhall be utterly void, fruſtrate and of none effects; any thing herein before ſpecified to the contrary thereof in, any wiſe notwithſtanding. *In witneſſe, &c.*

An Aſsignment of a Judgment, with a Letter of Atturney therein inſerted.

TO all Chriſtian people to whom this preſent writing ſhall come, we I. H. Clerk, Parſon of, *&c.* and *Oliver Buck* of, *&c.* ſon and Excecutor of I. B. late of *&c.* Gentleman deceaſed, ſend greeting: Whereas there is a Judgment of 400. l. depending in the Court commonly called the *Kings Bench* at *weſtminſter*, againſt E. S. of F. Eſq; and R. S. of F. aforeſaid Gentleman, at the Suit of me the ſaid I. H. and of the ſaid I. B. Deceaſed, as by the Record thereof re-

remaining in the ſaid Court of *Kings Bench*, more at large may appear, upon which Iudgement, there hath been Execution lately proſecuted and taken forth. Now know ye that we the ſaid I. H. and G. B. for divers juſt cauſes and valuable conſiderations, us hereunto eſpecially moving, *Have* granted, transferred Aſſigned, and ſet over, and by theſe preſents do clearly and abſolutely Grant, Transfer, Aſſigne and ſet over unto *Anthony H.* of *Lincolnes Inne*, in the County of *Middleſex* Gentleman, his Executors, Adminiſtrators and Aſſignes, as well the ſaid Iudgement of 400 l. aforeſaid, as alſo all the Benefit, Commoditie, Sum and Sums of Money, profit and advantages whatſoever, that now is or hereafter ſhall be obtained or gotten, by reaſon or means of the ſame judgement, or of any Execution, or Extent thereof, or thereupon, to be had, ſued, executed or obtain'd; And all the eſtate, right, Title, Intereſt and Demand whatſoever, which we the ſaid I. H. and O. B. or either of us have, or ought to have, or claime of, in and to the ſaid judgement of 400 l. or any ſumme of Money, Lands, Tenements, or other things, which by vertue thereof, or of any Execution, Proceſſe, or proceedings thereupon ſued, ſhall be recovered, obtained or gotten; And further, we the ſaid I. H. and O. B. do by theſe preſents make, ordain, conſtitute, authorize and appoint the ſaid A. H. to be our true and lawfull Atturney for us, and in our names, or the name of either of us, to Sue & Proſecute the execution upon the ſaid judgment, & upon ſatisfaction given, or any other end, Compoſition or Agreement made concerning the premiſſes, to acknowledge ſatisfaction, or to make and do any other Releaſe and diſcharge for the ſame; and all and every other Act or Acts, thing or things, whatſoever, as ſhall be requiſite and needfull to be done, in or about the premiſſes, wee covenant, promiſe and

grant to allow, ratifie, eſtabliſh and confirme by theſe preſents; And we the ſaid I. S. and O. B. for us, and either of us, our Executors and Adminiſtrators, do covenant, promiſe and grant to, and with the ſaid A. H. his Executors, Adminiſtrators & Aſſigns by theſe preſents, in manner and form following; That is to ſay, that neither the ſaid I. B. in his life time, nor we the ſaid I. H. and O. B. nor any of us have heretofore made, done or committed any Releaſe or other Diſcharge of the ſaid judgement, or of any Extent or Execution which hath been thereupon Sued or Executed, nor we the ſaid I. H. and O. B. or either of us, our Executors or Adminiſtrators, at any time hereafter ſhall, or will make, commit or do any Releaſe, or other Act or thing whatſoever, whereby the ſaid judgement, or any Extent or Execution which hath been thereupon Sued or Executed, or which ſhall be thereupon ſued or executed at any time hereafter, by the ſaid A. H. or his Aſſignes, ſhall be in any manner of wiſe, hurt, hindred, diſabled, debarred or extinguiſhed, without the conſent of the ſaid A. H. his Executors or Aſſignes, thereunto firſt had and obtained in writing under his or their hands and ſeals. And further, that we the ſaid I. H. and O. B. our Executors Adminiſtrators and Aſſignes, and every of us, ſhall and will at all times hereafter, and from time to time upon requeſt made, and at the coſt and charges of the ſaid A. H. and his Aſſignes, maintaine, juſtifie, allow and confirme all ſuch lawfull actions, ſuits, proceſſe, Extents, Executions and proceedings whatſoever, as have been or hereafter ſhall be brought, ſued forth or proſecuted againſt the ſaid E. S. and R. S. or either of them, their Executors, or Adminiſtrators, or their, or any of their Lands, Tenements or goods, upon, or by reaſon of the ſaid Judgement of four hundred pounds above mentioned;

mentioned; And that he the ſaid A. *H.* his Executors and Adminiſtrators, ſhall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uſes and behoofs, all ſuch benefit, ſum and ſums of money, Lands, Tenements and other things, as by vertue of the ſaid Judgement or any Extents, Execution, Proceſſe or proceedings thereupon brought or to be brought, ſued or proſecuted, ſhall be recovered, obtained or gotten, without the let, ſuit, trouble, eviction or diſturbance of us the ſaid I. H. and O. B. or either of us, our Executors, or Adminiſtrators, and without any Accompt or other thing to us, or any of us to be therefore made or given, *In witneſſe*, &c.

An Aſſignment of a Houſe and Lands from one, who had the ſame in Morgage, and was forfeited to him.

THis Indenture made, &c. between W. B. of, &c. on the one part, and G. H. of, &c. on the other part: *Witneſſeth*; That whereas B. C. of, &c. by his Indenture bearing date, &c. (& ſo go forward with the recitals) And whereas in the ſaid recited Indenture of Aſſignment, there is a proviſo or condition conteined for redemption of the premiſſes, upon payment of one hundred pounds of, &c. on the ſixth day of, &c. which then ſhould be, and ſince hath been in the year of our Lord God, &c. At or in the &c. as in and by the ſaid Proviſo for Condition whereunto relation being had more fully, and at large it doth and may appear which ſaid ſum of 100 l. &c. or any part thereof was not paid or tendred to be paid to, or for the ſaid W. B. at the day or place in the Proviſo of Redemption limited for the payment thereof, & yet remaineth unpaid, by reaſon and means whereof, the ſaid Meſſuage and other the premiſſes, and the whole eſtate, Leaſe, right,

title and interest of the said B. C. in and to the same, became forfeited unto the said W.B. & he thereby was and now is, and so shall be lawfully interessed and possessed in the same premisses and every part thereof, during all the residue and term of years, which then were, and yet are to come and un-expired of the term granted to the said W.B. in & by the said Indenture of Demise above mentioned. Now this Indenture further witnesseth, That the said W.B. for and in consideration of the sum of &c. to him in hand paid by the said G.H. at and before the ensealing and delivery of these presents, whereof and wherewith, &c. Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, &c. unto the said G.H. his Executors, Administrat. & Assigns, as well the said Messuage, Tenements, Yards, Gardens, Orchards & Closes to the same adjoyning and belonging; Together also with all and every the errable Land, Meadows, Pastures, Feedings, Profits, Commodities and Hereditaments whatsoever, to the said Messuage belonging, or in any wise appertaining: And all other the premisses, with the appurtenances whatsoever, in and by the said Indenture of demise granted to the said W.B. as aforesaid: As also all the estate, right, title, interest, property, possession, term of years, claim and demand whatsoever, which he the said W.B. his Executors, Administrators or Assigns, now have, hath, may, or might, should or in any wise ought to have or claim of, in or to the said Messuage, and other the premisses, with th' appurtenances, and every or any of them, or any part or parcell thereof, by force and vertue of the said Indenture of Morgage or Assignment above recited, or either of them, or any thing in them, or any of them mentioned or contained, or by any other ways or means whatsoever: together with the same Indenture of Demise

and

and Morgage aforesaid, and all and every other Writings and Minuments concerning the same. *To have and to hold* the said Messuage, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Indentures of Demise and Morgage, Writings and Minuments, estate, right, title, interest and term of years, and all and singular other the premisses, with the appurtenances, before by these presents bargain'd, sold, assigned, and set over, and every part & parcel thereof, unto the said G.H. his Executors, Administrators and Assignes, and to his and their own proper uses and behoofs, in as large, ample and beneficiall manner and form to all intents, constructions and purposes, as he the said W. B. now hath, may, might, should or in any wise ought to have and enjoy the same, by force and vertue of the same Indenture of Lease or Demise, or the said Indenture of Morgage aforesaid, or either of them, or any thing in them, or any of them mentioned, or expressed or otherwise howsoever (A Covenant for discharge of Incumbrances) In witness whereof, &c.

Law or Equity

A Morgage of a Lease for Indempnity of certain sureties bound in an Obligation made to another in trust, for their use:

THis Indenture made the, *&c.* Between H. H. of, *&c.* Gentleman, on the one part, and R.M. of, *&c.* I.N. and R.D. of, *&c.* Gentleman, on the other part: Witnesseth, That whereas, *&c.* as in and by the said Indenture of Lease amongst other things more fully and at large appeareth. And whereas the said I. N. and R.D. at the request, & for the debt of the said *H.H.* together with him, in and by one Obligation with Condition endorsed, bearing date with these presents, are & stand joyntly & severally bounden unto R. S. of *&c.* in the sum of, *&c.* for the true paiment of, *&c.* on the, *&c.* at or in the, *&c.* As in & by the said recited Obligation & Condition therof more at larg it doth & may appear.

Now this Indenture further witneſſeth, That the ſaid H. H. for the Indempnity and diſcharge of R. and D. their Heirs, Executors, and Adminiſtrators and every of them, of & from the ſaid recited Obligation, and all ſum & ſums of money therein mentioned & contained and from all actions, ſuits and demands concerning the ſame: Hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſigne and ſet over unto the ſaid R. M. his Executors, Adminiſtrators and Aſſignes, as well the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, with the appurtenances, and every part thereof by the ſaid Indenture of Leaſe demiſed, and every part and parcell thereof; as alſo all the eſtate, right, title, intereſt, property, term of years, claim and demand whatſoever, which he the ſaid H. H. his Executors, Adminiſtrators or Aſſigns, now have, hath, may, might, ſhould or in any wiſe ought to have or claim of, in and to the ſaid Meſſuage or Tenement, and other the premiſſes, with the appurtenances, and every or any part or parcell thereof, by force and vertue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or by any other waies or meanes whatſoever; together with the ſaid recited Indenture of Leaſe.

Conſideration.

To have and to hold the ſaid Meſſuage or Tenement, Indenture of Leaſe, eſtate, right, title, intereſt, term of years, and all and ſingular other the premiſſes, with the appurtenances before by theſe preſents bargained, or ſold, or meant, mentioned or intended, to be hereby given, granted, ſold, aſſigned and ſet over, and every part and parcell thereof, unto the ſaid R. M. his Executors, and Aſſignes, from the enſealing, and delivery of theſe preſents forwards, for, during and untill the full

Habend.

full accompliſhment of all the reſidue of the ſaid Term of, &c. now to come and un-expired, granted by the ſaid Indenture of Leaſe, in as large, ample and beneficiall manner and form, to all intents, conſtructions and purpoſes, as he the ſaid H. H. now hath, may, might, ſhould or in any wiſe ought to have and enjoy the ſame by force and vertue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever. Nevertheleſſe upon ſpeciall truſt and confidence, that he the ſaid R. M. his Executors, Adminiſtrators and Aſſignes, and every of them, ſhall ſtand & be intereſſed and poſſeſſed of and in the ſaid Meſſuage or Tenement, and all other the before bargained premiſſes, with th' appurtenances, and every part and parcell thereof, to the only proper uſes and behoofs of the ſaid I. N. and R. D. their Executors, Adminiſtrators and Aſſignes, and to no other uſe, intent or purpoſe whatſoever. And the ſaid H. H. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid R. M. his Executors, &c. and to and with every of them by theſe preſents, in manner and form following: That is to ſay, That the ſaid recited Indenture of Leaſe at the time of the enſealing and delivery of theſe preſents, is a good, perfect ſure and indefeſible Leaſe in the Law of or for the ſaid Meſſuage or Tenement and premiſſes thereby demiſed, and ſo ſhall ſtand, remain and continue unto the ſaid R. M. his Executors and Aſſignes to the uſes before mentioned, for and during the term of years thereby granted and un-expired: And that he the ſaid H. H. now hath full power, good right, true title, and lawfull authority to give, grant, bargain, ſell and ſet over the ſame premiſſes and every part thereof unto the ſaid R. M. his Executors, Adminiſtrators & Aſſigns to the uſe aforeſaid,

And that he hath power to demiſe.

in manner and form above-mentioned, according to the true intent and meaning of theſe preſents (A Covenant for quiet enjoying, and from Incumbrances) Provided always, That if the ſaid H. his Heirs Excutors, Adminiſtrators or Aſſignes, or any of them, do truly pay or cauſe to be paid unto the ſaid R. S. his Executors, Adminiſtrators or Aſſignes, the ſaid ſum of &c. on the &c. at the place aforeſaid, for and in full aud clear diſcharge of the ſaid recited Obligation and Condition above mentioned; that then this Indenture to be void and of none effect: this Indenture or any thing herein contained to the coutrary thereof in any wiſe notwithdiſtanng. Inwitneſſe, &c.

Proviſo,

A Bill of Sale.

KNow all men by theſe preſents, that I. W. H. of &c. for and in conſideration of the ſum of &c. of lawful money of *England* to me in hand paid by I. S. of &c. Goldſmith, at and before the enſealing and delivery of theſe preſents, wherewith I confeſſe my ſelf to be fully ſatisfied and paid; by theſe preſents Have bargained and ſold, and by theſe preſents, do fully, clearly and abſolutely bargain and ſell unto the ſaid I. S. in plain and open Market within the City of *London*, one Chain of Gold with round links unſoothered, weighing twenty ounces of gold weight; and one gold ring enameled, ſet with a ſmall table Diamond. *To have and to hold* the ſaid Chain of Gold and Ring, to the ſaid I. S. his Executors, Adminiſtrators and Aſſignes, to his and their own proper uſes and behoofs for ever. And I the ſaid W. H. my Executors and Adminiſtrators, and every of us, the ſaid Chain and Ring unto the ſaid R. S. his Executors and Adminiſtrators, againſt all people ſhall and will warrant, acquit and for ever defend by theſe preſents. Provided alwayes, That if I the ſaid W. H. my Heirs Executors, Ad-

Adminiſtrators, &c. or any of us, do wel and truly pay, or cauſe to be paid unto the ſaid R. S. his Executors, Adminiſtrators or Aſſigns, the full ſum of &c. on the &c. at or in the &c. without fraud or Coven: that then this preſent Bill and the bargain and ſale of the ſaid Chain and Ring, ſhal be utterly void and of none effect, or elſe to ſtand and abide in full force and vertue.

A Releaſe of Lands Morgaged.

THis Indenture made the &c. Between A. N. of &c. Eſquire on the one part; and Sir M. H. of &c. Knight, on the other part: *witneſſeth*, That whereas the ſaid A. N. by his Indenture bearing date the &c. for and in conſideration of the ſum of &c. by I. H. of &c. well and truly to be paid in manner and form as in and by a Proviſo contained in the ſaid Indentnre, is mentioned, limitted and declared; did bargain and ſell nnto the ſaid I. H. and to his Heirs and Aſſigns for ever, all that his Grange or Farm of &c. with th' appurtenances in the Pariſh of A. in the C. of S, being parcel of the poſſeſſions of the late diſſolved Monaſtery of W. in the ſaid County of &c. and all other his Mannours, Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-Woods, Leets, Courts, Liberties, Franchizes and Hereditaments whatſoever withall, and ſingnlar their appurtenances ſcituate &c. all and ſingular which ſaid premiſſes the ſaid A. N. late bought and purchaſed to him and his Heirs of the ſaid I. H. Together with all and ſingular Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Lands, Meadows, Feedings, Paſtures, &c. and hereditaments whatſoever to the ſaid grange or farm of &c. & other the premiſſes before mentioned or any part thereof belonging or in any wiſe appertaining or accepted, reputed, taken or known as part parcell or mem-

member thereof or heretofore uſed, occupied, demiſed, letten, poſſeſſed or enjoyed as part or parcel thereof. *To have & to hold* all & ſingular the ſaid premiſſes to the ſaid I H. his Heirs & Aſſigns for ever; in which ſaid Indenture there is a *proviſo* contain'd, that if the ſaid I. H. his Heirs, Executors, Adminiſtrat. & Aſſignes, & every of them ſhould fail in the payment of the ſum of, &c. unto the ſaid A.N. his Executors or Adminiſtrators at the day and place in the ſaid Indenture ſpecified, that then the ſaid conveyance ſhould be void, as in and by the ſaid Indenture more at large it doth and may appear, And whereas the ſaid I.H. hath conveyed and aſſured all and ſingular the ſaid premiſſes unto the ſaid Sir M.H. and his heirs before the enſealing and delivery of theſe preſents. Now this Indenture Witneſſeth, That the ſaid A. N. for and in conſideration of the ſum of &c. to him the ſaid A. N. in hand well and truly ſatisfied and paid by the ſaid I. H, before the enſealing and delivery of theſe preſents; And alſo in conſideration of the full diſcharge and releaſe of the condition and proviſo aforeſaid, and at the ſpeciall Inſtance and requeſt of the ſaid I. H. hath remiſed, releaſed and quite claim'd, & by theſe preſents doth for himſelfe and his Heirs, Remiſe, Releaſe and for ever quite Claim unto the ſaid Sir M. H. and to his Heirs for ever, the Condition and Proviſo above mentioned, and alſo all the Eſtate, Right, Title, Intereſt, Claim, Reverſion, Condition, and Demand whatſoever, which he the ſaid A. N. now hath, or by any manner of ways or means hereafter ſhall or may have, of, in or unto any part or parcell thereof; and alſo of, in and unto all and ſingular, the Lands, Tenements and Hereditaments which the ſaid A. N. hath at any time purchaſed to him and his Heirs, of him the ſaid I. H. To have and to hold the ſaid Grange or Farme, and all and ſingular the premiſſes,

with

with the appurtenances unto the ſaid Sir M. H. his Heires and Aſſignes, to the onely proper uſe and behoof of the ſaid Sir M.H.his Heirs and Aſſignes for ever abſolutely without any Condition or Limitation whatſoever: and the ſaid *A. N.* for himſelf,his Heirs, Executors, Adminiſtrators and Aſſignes, doth Covenant, promiſe and grant, to and with the ſaid Sir M.H. his Heirs and Aſſignes by theſe preſents in manner and forme following (*viz.*) That he the ſaid Sir M.H. his Heirs and Aſſignes, ſhall and may from time to time and at all times for ever hereafter, peaceably and quietly have,hold,uſe,occupy,poſſeſs and enjoy the ſaid Grange or Farm, and all and ſingular the premiſſes, with the appurtenances conveyed & releaſed,or meant, mentioned or intended to be conveyed or releaſed by theſe preſents,without the let,ſuit,trouble,diſturbance or Eviction of the ſaid *A. N.* his Heirs or Aſſignes, and without the lawfull lett,ſuit, trouble, diſturbance or Eviction of any other perſon or perſons lawfully claiming any Eſtate, Right, Title or Intereſt, in, out of, or into the premiſſes, or any part thereof, from, by or under the ſaid *A. N.* his Heirs, and Aſſignes, or by his, their, or any of their means, act, conſent, aſſent, privity, agreement or procurement, other then of the ſaid I. H. his Heirs and Aſſignes, claiming from the ſaid *A. N.* by vertue of the aſſurance aforeſaid, and alſo that all and ſingular the premiſſes, and every part and parcell thereof, ſhall and may from time to time, and at all times for ever hereafter continue and remain unto the ſaid Sir M. H. his Heirs and Aſſignes, free and clear, and freely, and clearly acquitted, exonerated and diſcharged of, and from all and all manner of former and other gifts, grants, bargains,ſales,&c. had made done, or committed by the ſaid *A. N.* his Heirs or Aſſignes,or by his,their or any of their means, act, aſſent, conſent, privity, agrement

or

or procurement (except before excepted) And the ſaid A. N. doth further for himſelf, his Executors, &c. That he the ſaid A. N. his heires and aſſignes ſhall and will from time to time and at all times before the Feaſt of &c. next enſuing the date hereof, at the proper coſts and charges in the Law of the ſaid Sir M. H. Do and execute or cauſe to be done and executed, All & every ſuch further Act & Acts, thing and things, device & deviſes in the law as ſhall be reaſonably deviſed, adviſed, or required by the ſaid Sir M. H. his heirs or aſſigns, or by his or their councel learned in the Law; for the better aſſuring, and ſure making of all and ſingular the premiſſes with the appurtenances unto the ſaid Sir M. H. his heires and aſſignes, according to the true intent and meaning of theſe preſents; Be it by Fine or Fines, Feoffement or Feoffments, Deed or Deeds, inrolled or not inrolled, Recovery or Recoveries, with double or ſingle Voucher or Vouchers, releaſe, confirmation warranty, or by any other ways or means whatſoever: In witneſſe whereof *&c.*

A Deed of Revocation of certain uſes.

TO all Chriſtian people to whom this preſent writing ſhall come R. R. of *Lond.* Eſq; ſends greeting, *&c.* whereas the ſaid R. R. in and by two ſeveral Indentures or Deeds indented bearing date the, *&c.* whereof the one is made between the ſaid R. R. and G. W. of *&c.* of the one part, and I. H. of *&c.* Gentleman on the other part; and the other of them is made between the ſaid R. R. of the one part, and the ſaid G. W. and I. H. of the other part; whereupon a fine was afterwards in due form of Law acknowledged by the ſaid R. R. and A. his wife did aſſure and entaile unto the ſaid R. R. and to the heires of his body lawfully begotten, with certain remainders over, and amongſt

mongſt other things; all thoſe Lands, Meadows, Paſtures and hereditaments, with their appurtenances in N. in the County of &c. containing by eſtimation &c. and lately purchaſed by the ſaid R. R. of one &c. and then in the tenure of &c. or of his aſſigns, and in and by the ſaid ſeverall Indentures, did likewiſe aſſure and entail unto the ſaid R. R. and to the heires of his body lawfully begotten, with certain remainders, over and amongſt other things, all that the Mannor of *Lindgate*, with the royalties, rights, members and appurtenances thereof whatſoever in N. and A. in the County of &c. and all Lands Tenements and hereditaments to the ſame Mannor, then or late appertaining or as part parcell or member thereof, then before had known or reputed, with the appurtenances in N. and A. aforeſaid, or either of them conteining by eſtimation &c. then lately purchaſed by the ſaid R. R. as in and by the ſaid ſeverall Indentures or Deeds indented (amongſt other things therein contained more at large it doth and may appear) in which ſaid ſeverall Indentures there is conteined a proviſo in theſe words following, that is to ſay, Provided always that if the ſaid R. R. during his naturall life; ſhall by his Deed or Deeds of revocation under his hand and ſeal teſtified by two witneſſes or more, revoke, annihillate make void or declare that he doth revoke, annihillate and make void all or any the uſes and eſtates in and by theſe preſents limited and raiſed of or upon all or any of the ſaid Mannors, Meſſuages, Lands, Tenements and hereditaments whatſoever in the ſaid Fine to be contained, and in theſe preſents mentioned, that then, from and after the enſealing of ſuch Deed or Deeds of revocation ſuch of the ſaid uſes as ſhall be declared to be revoked, ſhall ceaſe and be utterly void, fruſtrate and of none effect, and that then the ſaid Fine of ſuch parcel or parcels to be revoked, ſhal be to the only

uſe

uſe of the ſaid R.R. and his heirs for ever, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding; as in and by the ſaid proviſo, in the ſaid ſeverall Indentures mentioned and conteined more plainly may appear. Now know ye that the ſaid R.R. as well in conſideration that the uſes and eſtates of and in the ſaid Mannour, Lands, Tenements and hereditaments in the aforeſaid Indentures of entail ſpecified may remain & be touching the ſaid uſes and eſtates, revoked & continue unto the ſaid R. R, his heirs and aſſignes, to be diſpoſed of at his or their pleaſures; and alſo for divers other good and juſt cauſes and conſiderations him hereunto eſpecially moving, and by vertue of the proviſo contained in the ſaid ſeverall Indentures above recited or mentioned, or otherwiſe, Hath revoked, annihilated and made void, and by this preſent deed of Revocation, doth revoke, annihilate and make void the ſeverall uſes and eſtates in and by the ſaid Indentures, or either of them raiſed or limited of or upon all the ſaid Mannor of *Lingate*, with the Royalties, Rights, members and appurtenances thereof whatſoever in *N.* and *A.* aforeſaid, or either of them in the ſaid County of, &c. and of all the ſaid Lands, Tenements and Hereditaments to the ſaid Mannor of *Lingate*, now, or of late appertaining or belonging, or as part parcell, or member thereof, heretofore had known or reputed, with the appurtenances in *N.* and *A.* aforeſaid, or either of them containing by eſtimation &c. late purchaſed by the ſaid R. R. of &c. And further the ſaid R.R. for the conſideration aforeſaid, and by vertue of the ſaid proviſo contained in the ſaid ſeverall Indentures, and otherwiſe hath revoked annihillated, and made void, and by this preſent Deed of revocation doth revoke, annihilate and make void the ſeverall uſes and eſtates in and by the ſaid Indentures, or either of them, raiſed and limitted

mitted of or upon one Cloſe of land and paſture, called K. Cloſe, containing by eſtimation &c. and of or upon one other Cloſe of land and paſture with the appurtenances, containing by eſtimation &c, in N aforeſaid, and of or upon two acres of errable land, by eſtimation &c. in N. aforeſaid, now in the occupation of &c. or of his Aſſignes. *In witneſſe, &c.*

A Grant of the Reverſion of certain Lands.

THis Indenture made &c. between R. W. of &c. of the one part: and C. D. of &c. of the other part: Witneſſeth, That the ſaid R. W. for and in conſideration of the ſum of &c. hath granted, bargained and ſold, and by theſe preſents doth fully, clearly and abſolutely grant, bargain and ſell unto the ſaid C. D. his Heirs and Aſſignes for ever; all that his right, title, uſe, intereſt, reverſion and remainder of, and in all and ſingular &c. now or late in the tenure or occupation of &c. which ſaid Meſſuage and other the premiſſes with the appurtenances, he the ſaid R. W. hath, ſhould or ought to have by and after the deceaſe of A. W. Mother of the ſaid R. Which ſaid Meſſuage or Tenement, Barn, Orchard, *&c.* with th'appurtenances; R. W. deceaſed, late Father of the ſaid R. W. party to theſe preſents; By his laſt Will and Teſtament, deviſed, willed and bequeathed unto the ſaid A. W. for and during the natural life of the ſaid A. W. and the immediate reverſion or remainder thereof to the ſaid R. W. and his Heirs for ever: Together with all the Deeds, Evidences, Charters, Eſcripts, Writings and Minuments, which he the ſaid R. W. or any other to his uſe, or by his conſent or delivery, have or hath, touching or concerning the ſaid Meſſuage or Tenement, and other the premiſſes, or any part or parcel thereof: All and ſingular which ſaid Deeds, Evidences, Charter,

&c.

&c. the ſaid R. W. hath already delivered at and before the enſealing and delivery of theſe preſents. *To have and to hold* the ſaid reverſion and remainder and all the eſtate, right, title, intereſt, *&c.* of the ſaid R. to of in & to the ſaid Meſſuage or tenement & other the premiſes, with the appurtenances, before by theſe preſents bargained and ſold or meant mentioned or intended to be hereby granted, bargained and ſold, and every part thereof, immediately from and after the deceaſe of the ſaid A. W. the Mother unto the ſaid C. D. his Heirs and Aſſigns for ever, to the only proper uſe of the ſaid C. D. his Heirs and Aſſigns for ever. And the ſaid R. W. for himſelf, his Heirs &c. That he the ſaid R. W. at the day of the date of theſe preſents, is lawfully and ſolely ſeized of and in the reverſion and remainder of the ſaid Meſſuage or Tenement, and of other the premiſſes with th' appurtenances, immediately from and after the Deceaſe of the ſaid A. W. of a true and perfect eſtate of inheritance in the Law in Fee to his own uſe without any manner of Condition, Morgage or Redemption. And further that the ſaid reverſion or remainder of the ſaid Meſſuage or Tenement, and of other the premiſſes with the appurtenances, from, by and after the deceaſe of the ſaid A. W. the Mother, and at the day of the date hereof, are and be, and ſo at all times from henceforth ſhall be and continue free, clear and clearly acquitted, exonerated and diſcharged and freely ſaved harmles by the ſaid R. W. his Heirs, Executors & Adminiſtrators, off and from all & every former and other bargains, ſails, gifts, grants, leaſes, ſtatures, merchant and of the ſtaple recognizances, joyntures, dowers, wils, entails, intruſions, rents, charge, rents, feck-arrearages of rents, and off and from all other charges, titles, troubles, incumbrances and demands whatſoever, had made, committed, ſuffered or done by, &c. In witneſſe, &c.

An Assignment of a Recognizance, with very good Covenants therein inserted.

THis Indenture made the &c. Between T. P. of &c. Gentleman, on the one part; and C. D. and R. D. of &c. on the other part: Witnesseth, That whereas W. P. of &c. Son and Heir apparent &c. by one Recognizance acknowledged in His Majesties high Court of Chauncery bearing date, &c. Hath acknowledged himself to owe and stand indebted unto the said T. P. in the sum of &c. payable to the said T. or to his certain Atturney, his Executors or Administrators in manner and form, as by the said Recognizance, together with a certain condition there under written in the said Court of Chauncery enrolled, & remaining of Record, more at large it doth & may appear. Now the said T. P. for divers cõsiderations him thereunto moving, hath granted, bargain'd, assigned & set over, & by these presents doth &c. unto the said C. D. & R. D. the said Recognizance, & all & every sum & sums of money therein contained, and all the profits, benefits, advantages and commodities, which shall or may in any wise hereafter grow, be had, made, gotten, arise, accrue or come to the said T. P. his Executors or Assigns, upon or by reason of the said Recognizance, or any thing therein contained. And also the said T. P. doth by these presents authorize and appoint, constitute, ordain, and make the said C. and R. their Executors, Administrators and Assignes, and every of them, his Atturney and Atturneys irrevocable of and for the said T. P. his Executors and Administrators, and in his and their name or names, to sue and prosecute all and every such lawfull action, execution, & processe, actions, executions, & processes, as shall or may be commenced, sued or tried in, upon or concerning the said recognizance, or any

ſum or ſums of money, debts, duties or demands whatſoever in the ſame contained, comprized or ſpecified, or by reaſon thereof to be had or obtained: And other Attorney or Attorneys, for or under them or any of them, or in their or any of their behalfs to ſubſtitute, make and ordain, and the ſame diſallow, change or remove, when and as often as they the ſaid C. R. their Executors, Adminiſtrators or Aſſignes, or any of them ſhall think good. And the ſame ſumme and ſummes of money, profits, commodities and demands, and every of them, or any other thing in ſatisfaction thereof, to receive, have, take and enjoy to the onely proper uſe and behoof of the ſaid C. and R. their Executors & Aſſigns, or any of them. And therefore or for the ſame to make any compoſition, agreement or diſcharge whatſoever, which they the ſaid *C. R.* their executors, Adminiſtrators and Aſſignes, or any of them ſhall think good: And alſo the ſaid T. P. for himſelf, *&c.* That he the ſaid T. P. his Executors, Adminiſtrators and Aſſignes, ſhall and will quietly permit and ſuffer the ſaid *C.* and *R.* their Executors, Adminiſtrators and Aſſigns, and every of them, at their or ſome of their own proper coſts and charges, to proſecute, ſue, implead and attempt at any time or times, and from time to time hereafter. All and every ſuch lawfull and reaſonable action, execution, ſuit, proceſſe and demand whatſoever, in the name or names of the ſaid T. P. his Executors, Adminiſtrators or Aſſigns, as he the ſaid T. P. his executors, adminiſtr'. or aſſigns, or any of them may, might, ſhould or ought to have done upon or by force or means of the ſaid recognizance, or touching or concerning any ſum or ſums of mony, duty or demand whatſoever concerning the ſame; or any thing therein contained, comprized or ſpecified; or any thing thereupon to be had or obtained: And that he the ſaid T. P. his Executors, Adminiſtrators and Aſſigns,

ſhall

ſhall and will at every time and times hereafter, and from time to time, at and upon the reaſonable requeſt, and at the coſt and charges of the ſaid *C.* and *R.* or one of them, their or one of their Executors, Adminiſtrators or Aſſigns, avow, juſtifie and maintain all the ſaid actions, ſuits, proceſſes and demands: and that neither he the ſaid T. P. nor his Executors, Adminiſtrators or Aſsigns ſhall at any time hereafter revoke, diſcontinue, diſcharge, releaſe, or otherwiſe wittingly or willingly hinder or delay any ſuch action, execution, ſuit, proceſſe or demand whatſoever, as ſhall be ſo attempted, purſued or had, as is aforeſaid or any of them, without the conſent of the ſaid *C. D.* and *R. D.* or any of them firſt had and obtained; And alſo that neither he the ſaid T.P. at any time heretofore hath received the ſum of, *&c.* nor hath releaſed, extinguiſhed, determined or in any wiſe diſcharged the ſaid Recognizance, or hath at any time done or committed, or ſhall hereafter, without the ſpeciall conſent of the ſaid *C.* and *R.* their Executors, Adminiſtrators or Aſſigns, or ſome of them firſt had and obtained in writing, willingly do or commit any act or thing whereby or by reaſon whereof any ſuch action, execution, ſuit, proceſſe or demand whatſoever as ſhall be ſo attempted, purſued or had by the ſaid *C.* and *R.* their Executors, Adminiſtrators or Aſſigns, or any of them, in the name or names of the ſaid T. P. his Heirs, Executors or Adminiſtrators upon, concerning or by reaſon of the ſaid Recognizance, or any thing or demand thereof to be had, ſhall or may be diſcharged, releaſed, or barred; And alſo that they the ſaid *C. D.* and *R. D.* their Executors, Adminiſtrators and Aſſigns, and every of them ſhall or may at all times hereafter have, receive and take to their own proper uſe and behoof, the whole Execution, benefit and commoditie, and all and every ſumme and ſummes of money, and other thing and things whatſoever, as at any

time hereafter shall fortune to be recovered, had and obtained, by reason of the said recognizance, or any such action, suit, extent or execution, as shall or may be commenced, had, pursued, or obtained as is aforesaid without any let, charge, hinderance or interruption of the said T. P. his Executors, Administrators or Assigns, or any other person or persons whatsoever, by his or their assent, consent, title, means or procurement, & without any account therefore to them, or any of them to be yeilded or made; & also the said T. P. for himself, &c. That he the said T. P. his Executors, Administrators and Assigns and every of them at all time and times hereafter, upon or within convenient time, after every reasonable request and warning to him or them to be made or given, and at the Cost and Charges of the said C. D. and *R. D.* their Executors, Administrators or Assigns or some of them shall do, knowledge, and suffer, or cause to be done *&c.* all and every such lawfull warrant, and warrants of Attorney, and other lawful and reasonable act and acts, thing & things, device and devises, as by the said *C.* & *R.* or one of them their Executors, Administrators or Assigns, or some of them, their or some of their Councell learned in the Law, shall be reasonably devised or required, either for the clear acquitting, cancelling or discharging of the said recognizanee, or for the better obtaining, having, holding or assuring (to them the said *C.* and *R.* their Executors and Administrators, or to such person or persons, as they or the survivor of them, or the Executors or Administrators, of the survivor of them, shall name or appoint) the said recognizance, or any sum or sums of money therein mentioned, and of all, every, or any sum or sums of Money, Goods, Chattels, Lands, Tenements, Hereditaments, and other thing and things whatsoever, which he the said T. P. his Heirs, Executors, Administrators

or

or Aſſigns now are, or any of them is, or at any time hereafter ſhall be intituled unto by force, or concerning the ſaid Recognizance, or any Execution, matter or thing thereupon to be had, ſued or made, at the Election or choice of the ſaid C. D. and R; D. their Executors, Adminiſtrators or Aſſigns, or any of them, and ſhall not releaſe or diſcharge the ſaid Recognizance, or any Execution, matter or thing thereupon to be had, or any part thereof. *In witneſſe, &c.*

A Generall Releaſe.

KNow all men by theſe preſents, That I, A. G. of &c. Gentleman, have remiſed, releaſed, and for ever quit claimed, and by theſe preſents do for me my Executors and Adminiſtrators and every of us clearly and abſolutely remiſe, releaſe, and for ever quit claime unto G. H. &c. his Executors and Aſſigns, all and all manner of Actions, Suits, Quarrels, Debts, Duties, Bonds, Bils, Writings Obligatory, Reckonings, Accounts, and Demands whatſoever, which againſt the ſaid G. H. ever I have had, now have, or which I, my Executors or Adminiſtrators or any of us at any time hereafter ſhall, or may have, for or by reaſon or means of any matter, cauſe, or thing whatſoever, from the beginning of the world untill the day of the date of theſe preſents. *Witneſſe my hand and ſeal, &c.*

A Releaſe from one that hath loſt the Counterpart of his Leaſe.

TO all Chriſtian people to whom this preſent writing ſhall come H. B. of &c. ſendeth greeting: Whereas T. S. of &c. in & by one Indenture of Leaſe,

 bearing

bearing date the &c. for the consideration therein expressed, did demise, grant, betake, and to farm-lett unto me the said H. B. my Executors, Administrators and Assignes (reciting the Grant) In which said Indenture of Lease, there are divers covenants, grants, articles and agreements, on the part and behalfe of the said T. S. his Executors, Administrators and Assignes to be observed, performed and kept, as by the same Indenture of Lease, among divers other thing and things therein contained, more at large appeareth. Now know ye that I the said H. B. for divers good causes and &c. have by these presents remised, released, and always of and for me, my Executors and Administrators for evermore quit claimed unto the said T. S. his Executors, Administrators and Assignes, all and singular the Covenants, Grants, Articles, Provisoes, Conditions, Clauses, Sentences and Agreements whatsoever, in the said Indenture of Lease, mentioned or contained, which on the part and behalfe of the said T. S. his Executors, Administr. or Assigns, are or ought to be observed, performed and kept, & also of & from all, and all manner of actions, suits, quarrels, benefits, commodities and advantages that shall or may happen to arise or grow, by reason or means of them, or by the breach, or not performing of all and every the said Covenants, Grants, Articles, Clauses & Agreements, or any of them; and also I the said H. B. have remised, released, surrendred, assigned and set over, and by these presents do remise, release, surrender, assigne and set over from me, my Executors, Administrators and Assigns unto the said T. S. his Executors, Administrators and Assigns, all the Estate, Right, Title, Intereſt, Terme of years, Property, Claime and Demand whatsoever, which I the said H. B. now have, or that I, my Executors, Administrators or Assignes, or any of us ought to have, or claim of, in and to

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all and ſingular the premiſſes, to me the ſaid I. B. in and by the ſaid Indenture of Leaſe demiſed as aforeſaid, and of, in and to every or any part or parcell thereof. *In witneſſe, &c.*

A Releaſe of Fines, and Forfeitures, due to the King, and to the Informer, upon the Statute of Recuſantie.

TO all people to whom this preſent writing ſhall come I. *A. S.* of &c. ſend greeting; Whereas I the ſaid *A. S.* in or about the firſt day of &c. did exhibit and prefer into the Kings Majeſties Court of *Common-Pleas* at *weſtminſter*, one Bill of Information, touching, and upon the Statute of Recuſancy againſt F. M. of &c. for the ſuppoſed Chriſtening of a Child of the ſaid F. contrary to the ſaid Statute, and Lawes of this Realme, as by the ſame information depending and remaining in the ſame Court of *Common-Pleas* more at large appeareth. Now know ye, that I the ſaid *A. S.* for and in conſideration of a certain ſum of lawfull &c. to me in hand paid by the ſaid F. M. before the enſealing and delivery of theſe preſents; have remiſed, releaſed, and quite claimed, and by vertue of one Indenture to me made and granted, from the Right Honourable *R.* Lord *Ewre*, and *E.* Lord *Morley*, for the proſecution, ending, and compounding for, of all matters concerning the ſaid Statute, do remiſe, releaſe, and for ever quit claim unto the ſaid F. M. his Executors, and Adminiſtrators, all, and all manner of actions, and cauſes of actions, ſuits, and troubles, now or at any time heretofore by my meanes or procurement proſecuted, and depending in His Majeſties ſaid Court of *Common-Pleas* or elſewhere, againſt the ſaid F. M. touching the Statute before mentioned, and all Fines, Forfeitures, penalties, ſum and ſums of money and demands due

and payable, or which of right ought to be due and payable either to our Sovereign Lord the Kings Majeſty that now is, his Heirs or Succeſſors, by reaſon, or means of the breach, or non-performance of the ſaid Statute, or to me the ſaid *A. S.* my Executors, or Adminiſtrators, by vertue of the Indentue aforeſaid, or of any information in that behalfe exhibited, or otherwiſe howſoever. And I the ſaid *A. S.* for me my Executors and Adminiſtrators, by theſe preſents do covenant and grant to and with the ſaid F. M. his Executors and Adminiſtrators, That I the ſaid *A. S.* my Executors and Adminiſtrators, and every of us ſhall and will at all times hereafter for ever, well and ſufficiently maintaine, uphold, make good and defend this preſent releaſe to the ſaid F. M. his Executors and Aſſignes, and every of them, againſt all perſons that ſhall or may at any time hereafter deny, oppoſe or contradict the ſame, and alſo ſave harmleſſe the ſaid F. M. his Executors and Adminiſtrators and every of them, from all actions, ſuits, charges and troubles, that may or ſhall ariſe, be proſecuted or brought againſt the ſaid party, by any other perſon or perſons whatſoever, concerning the premiſſes, *In witneſſe, &c.*

A Reſignation, or Releaſe from one uſed in truſt of all the benefit he might claime, by vertue of any Covenant in the Indenture.

TO all Chriſtian people to whom this preſent writing ſhall come, I. *I. B.* of &c. ſend greeting, *whereas* by one Indenture bearing date the &c. made between R. O. of &c. on the one party, and the ſaid I. B. and I. H. of &c. on the other party, he the ſaid R. O. for himſelfe his Heires, Executors

tors and Adminiſtrators, and every of them, did covenant and grant to, and with me the ſaid I. B, and the ſaid I. H. our Executors and Aſſignes, That he the ſaid R. O. ſhould and would within the ſpace of &c. next enſuing the date of the ſame Indenture, Convey, and aſſure or cauſe to be conveyed and aſſured to the ſaid R. O. and E. H. daughter to R. H. of &c. with whom the ſaid R. O. was then to be eſpouſed, and to the Heires of their bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000 l. at the leaſt; as by the ſaid Indenture and Covenants therein contained, amongſt divers other things more at large appeareth. And for performance thereof, according to the ſaid Covenants, the ſaid R. O. by his Obligation daſed &c. became bound with ſureties to us the ſaid I. B. and I. H. in the ſum of &c. as by the ſame Bond may alſo appear. In which ſaid Indenture and Bond, the name of me the ſaid J. B. was onely uſed in truſt, for the benefit and behoof of the ſaid E. H. Now therefore know ye, that I the ſaid I. B. in the diſcharge of the truſt in me repoſed, and at the requeſt of the ſaid E. H. have remiſed, releaſed, ſurrendred, reſigned and ſet over, and by theſe preſents, for me, my Executors, and Adminiſtrators, do freely and abſolutely remiſe, releaſe, ſtrrender, reſigne and ſet over unto the ſaid E. H. her Executors and Aſſignes, all the eſtate, right, title, intereſt, uſe, truſt, benefit, priviledge and demand whatſoever, which I the ſaid I. B. have, or may have, or claim of, in or to any ſum of money, or other matter or thing whatſoever, in the ſaid Indenture, Covenant and Bond, contained, mentioned and expreſſed, or in any of them: So as neither I the ſaid I. B. my Executors or Adminiſtrators

or

or any of us, at any time hereafter ſhall or will ask, claim, challenge or demand any intereſt, uſe, benefit, truſt, priviledge or other thing, in any manner whatſoever, by reaſon or means of the ſaid Indenture, or any Covenant therein ſpecified, or in or to the ſaid Bond, or any ſum of money therein mentioned, but thereof and there from, and from all actions, ſuits and demands which I, my Executors or Aſſigns may have concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. In witneſſe, &c.

An Indenture for juſtifying of actions upon ſetting over of a Statute.

THis Indenture made the *&c.* between *R. W.* of *&c.* on the one part; and *T. C.* of *&c.* on the other part: Witneſſeth, That whereas I. H. of *&c.* in and by one Statute of 800 l. now appertaining to the ſaid *R. W.* as Executor of the laſt Will and Teſtament of the ſaid *&c.* Now the ſaid *R. W.* for divers good conſiderations him eſpecially moving, hath given, granted, aſsigned and ſet over; and by theſe preſents doth fully, clearly, and abſolutely, give, grant, aſsign and ſet over unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſsigns, as well the ſaid Statute ſtaple aforeſaid; as alſo all the debts of *&c.* in the ſame Statute mentioned or contained to the onely proper uſe and behoof of the ſaid *T. C.* his Executors, Adminiſtrators and Aſsigns for ever. And further the ſaid *R. W.* covenanteth *&c.* that he the ſaid *R. W.* his Heirs and Executors, and the Adminiſtrators that hereafter ſhall happen to be of the Goods, Chattels and Credits of him the ſaid *R. W.* and every of them, at all times, and from time to time hereafter (upon requeſt) ſhal maintain, juſtifie and allow all and every

very ſuch Action and Actions, Writs, Suits, Bils, Plaints, Executions and Demands whatſoever, as the ſaid T. C. his Executors or Adminiſtrators, ſhall commence, purſue or make in the name or names of the ſaid *R. W.* his Executors or Adminiſtrators, that hereafter ſhall be of the Goods, Chattels, Credits and Debts of the ſaid *R. W.* or in the name or names of any of them; and that it ſhall be lawfull to and for the ſaid T. C. his Executors, Adminiſtrators and Aſſigns, and every of them, to take, receive, have, hold and enjoy for ever, to the onely uſe of the ſaid T. C. his Heirs, Executors, Adminiſtrators and Aſſigns, all and every ſuch ſum and ſums of money, coſts and damages, ſatisfactions, commodities, profits and advantages whatſoever, which ſhall be gotten, recovered, obtained or had by reaſon of any the actions, writs, bils, plaints, executions and demands aforeſaid; or by reaſon or means of any of them, without any impediment, deniall or contradiction of the ſaid *R. W.* his Heirs Executors, Adminiſtrators or Aſſigns, that hereafter ſhall be of the Goods, Chattels or Credits of the ſaid *R. W.* or any of them. In witneſſe &c.

An Indenture between the Scavenger and the Raker, for clenſing the ſtreets.

THis Indenture made the &c. between R. C. S. P. and T. R. Citizens of *London*, Scavengers of and for the Pariſh of &c. on the one party, and E. D. &c. on the other party: Witneſſeth, That the ſaid E. D. in conſideration of the ſum of &c. to him to be paid in ſuch form as hereafter in theſe preſents is expreſſed, Covenanteth, promiſeth and granteth for himſelf, &c. in manner and form following (That is to ſay) That he the ſaid E. D. his Executors, Adminiſtrators or Aſſigns, ſhall and will (at his and their own proper coſts

coſts and charges) clenſe and make clean, or cauſe to be cleanſed and made clean in the ſaid Pariſh of &c. all the ſtreets, lanes, alleys, and other places whatſoever, within the ſaid Pariſh of &c. as the ſame hath been heretofore uſed and accuſtomed to be clenſed and made cleane, by any Carter or Raker in that behalf appointed, from the Munday next after the Feaſt of the Epiphany of our Lord God, commouly called Twelfth day, next enſuing the date hereof, untill the Munday next after the Epiphany of our Lord God, which ſhall be in the year of &c. three times in every week weekly, during the ſaid term; to wit, on every Tueſday, Thurſday, and Satturday: And alſo at all other ſuch times and dayes, as the Lord Major of the ſaid City of *London* for the time being, the Alderman of the Ward, His Majeſties Privy Councell, or the Common Councell of the ſaid City of *London*, or any of them, ſhall appoint or command the ſame; and from thence ſhall carry away and convey all ſuch Channel-dirt, filth, ſea-cole, aſhes, ſweepings of houſes and ſtreets, lanes, alleys and other places of and within the ſaid Pariſh of &c. unto ſome convenient Baſtall for the ſame to be provided by the ſaid E.D. his Executors, Adminiſtrators or Aſſignes, at his or their proper coſts and charges (all Rubbiſh and Ruſhes as ſhall happen to be laid out of the Pariſh, Church &c. during the ſaid term only excepted) And further, that he the ſaid E. D. his Executors, Adminiſtrators or Aſſignes, ſhall and will from time to time, and at all times during the ſaid term, clearly acquit, exonerate, and diſcharge, and ſave and keep harmleſſe the ſaid &c. and every of them reſpectively, and their ſucceſſours, in the ſaid office of Scavengers, during the ſaid term of &c. of and from all and all manner of coſts, charges,

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impriſonments, expences, and damages whatſoever, by them or any of them to be had or ſuſtained, or otherwiſe put unto, during the ſaid term, for or by reaſon of any negligence or default of the ſaid E. D. his, &c. in the premiſſes, or any part thereof. And they the ſaid &c. do covenant for payment of the money at the dayes agreed on &c. *In witneſſe, &c.*

A Condition to pay a ſumme of money at two ſeverall payments.

THe Condition of this Obligation is ſuch, That if the above bounden I. C. his Heires, Executors, Adminiſtrators or Aſſignes, or any of them, do well and truly pay; or cauſe to be paid unto the above named R. M. his Executors, Adminiſtrators or Aſſignes, at or in the now dwelling houſe of the ſaid R. M. ſcituate &c. the full ſum of 8. l. and 12. s. of lawfull &c. in manner and form following (that is to ſay) on the laſt day of May next enſuing, 4. l. thereof, and on the &c. next &c. the other 4. l. 12. s. thereof, being the full remainder of the ſaid ſum &c. without frand or coven: that then this preſent Obligation to be void and of none effect: But if default ſhall happen to be made in either of the payments aforeſaid, contrary to the true intent and meaning of theſe preſents: That then, &c.

A Letter of Attorney to receive a debt only.

KNow all men by theſe preſents, That I, E, C. of &c. Gentleman, have aſſigned, ordained and made,

made, and in my ſtead and place by theſe preſents, put and conſtituted my truſty and well beloved Friend F. L. of &c. to be my true and lawfull Attorney for me; and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive of I. W. of &c. Eſquire, all and every ſuch debts and ſums of money, which are now due unto me by any manner of waies or meanes whatſoever: Giving and granting unto my ſaid Attorney my whole power, ſtrength and authority in and about the premiſſes, and upon the receipt of any ſuch depts or ſums of money aforeſaid, acquittances or other diſcharges for me, and in my name to make, ſeal and deliver, and all and every ſuch act and acts, thing and things, device and deviſes whatſoever in the law, for the recovery of all or any ſuch debts or ſums of money, as aforeſaid, for me, and in my name to do, execute and perform as fully, largly and amply in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could do, if I were there in mine own perſon preſent: Ratifying, allowing and holding firm and ſtable, all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the execution of the premiſſes, by vertue of theſe preſents, *In witneſſe, &c.*

A Letter of Attorney General, to receive debts and rents.

KNow all men by theſe preſents, that I, A. W. of &c. Eſquire, have aſſigned, ordained and made, and in my ſtead and place, put and conſtituted my truſty and well beloved Friend H. H. of H. &c. to be my true and lawfull Attorney for me, in my name, & to my uſe, to ask, ſue for, levy, require, recover and receive of all and every perſon and perſons whatſoever, all and every ſuch debts, rents and ſums of money as are now due unto me, or which at any day or

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daies, time or times hereafter, ſhall be due, owing, belonging or appertaining unto me by any manner of ways or means whatſoever: Giving and granting unto my ſaid Atturney, by the tenour of theſe preſents, my full and whole power, ſtrength and authority, in and about the premiſſes, and upon the receipt of any ſuch debts, rents and ſums of money aforeſaid, acquittances, or other diſcharges for me; and in my name, to make, ſeal and deliver, and all and every other act and acts, thing and things, device and deviſes in the Law whatſoever, needfull and neceſſary to be done, in or about the premiſſes, for the recovery of any ſuch debts, rents, and ſums of money, as aforeſaid, for me; and in my name to do, execute and perform, as fully, largely and amply in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could do, if I were perſonally preſent: Ratifying, allowing and holding firm and ſtable all and whatſoever my ſaid Atturney ſhall lawfully do or cauſe to be done, in or about the execution of the ſame, by vertue of theſe preſents. *In witneſſe, &c.*

A Condition to make an Apprentice free of London, *at the end of his Apprentiſhip.*

THe Condition, &c. That whereas I. H. the ſon of, &c. is to be the Apprentice of the above bound T. R. for the term of ſeven yeers: is by the Indenture in that behalf to be made ſhall appear, If therefore the ſaid T. R. his Executors, Adminiſtrators or Aſſignes, at the end of the ſaid term of ſeven yeers (if the ſaid I. H. ſhall be his Apprentice, and ſhall dwell with and ſerve him as an Apprentice) do or ſhall make or cauſe to be made the ſaid I. H. a Freeman of the City of *London*, and of the Company of Cordwayners of the ſaid City,

City, at the proper coſts and charges of the ſaid T.R. That then, &c.

A ſhort Letter of Atturney, to receive Money due upon Bond.

KNow all men by theſe preſents, that I, T.A. of &c. have aſſigned, ordained, and made, and in my ſtead and place by theſe preſents, put and conſtituted my truſty and well beloved Friend I. B. of &c. my true and lawfull Atturney for me, in my ſtead and name, and to my uſe and behooſe to aske, recover and receive of W. S. of &c. G. T. of &c. and L. M. of &c. the ſum of &c. due unto me for the non-payment of the ſum of &c. of like money, on the 20th day of &c. laſt paſt, before the date of theſe preſents: As by one Obligation with Condition there under-written, bearing date &c. in the year, &c. more plainly appeareth: Giving and by theſe preſents granting unto my ſaid Atturney, my full power and lawfull authority in the premiſſes, to do, ſay, perform, conclude and finiſh for me, and in my name, as aforeſaid, all and every ſuch act and acts, thing and things, device and deviſes in the Law whatſoever, for the recovery of all the debts aforeſaid, as fully, largely and amply in every reſpect, as I my ſelfe might or could do, if I were perſonally preſent; and upon the receipt thereof, acquittances or other diſcharges for me, and in my name to make, ſeal and deliver: Ratifying, allowing and holding firm and ſtable all, and whatſoever my ſaid Atturney ſhall lawfully do or cauſe to be done, in or about the execution of the premiſſes, by vertue of theſe preſents. *In witneſſe whereof, &c.*

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A Form of an Award.

TO all Chriſtian People to whom this preſent writing ſhall come: T. M. of &c. ſendeth greeting, &c. Whereas divers controverſies and debates heretofore have been had, moved, and yet are depending between H.D. of &c. of the one party, and O.L. &c. of the other party: for the appeaſing and determining whereof, the ſaid parties have ſubmitted themſelves, and are become bound each of them to the other, by their ſeverall obligations, dated &c. in the ſum of, &c. with Conditions upon the ſame Obligations endorſed for the performance of all and every the Award, Arbitrament, Determination and Judgment of me the ſaid T. M. Umpire, indifferently elected and choſen as well on the part and behalf of the ſaid H.D. as on the part &c. To award, arbitrate, determine and judge of and concerning all, and all manner of actions, ſuits, judgements, executions, accompts, reckonings, treſpaſſes, ſtrifes, variances, quarrels, coutroverſies and demands whatſoever, had made, moved, ſtirred or depending between the ſaid H. R. on the one part; and the ſaid O. L. on the other part, from the beginning of the world, untill the day of the date of theſe preſents. So alwayes as the ſaid Award &c. of me the ſaid Umpire, for and concerning the premiſſes, be made and put in writing, indented under my hand and ſeale, on or before the &c. as by the ſaid ſeverall Obligations, and their ſeverall conditions, more plainly appeareth. Now know ye, That I the ſaid T. M. Umpire, as aforeſaid, taking upon me the charge of the ſaid Award, and Arbitrament, and having heard and viewed the ſayings and allegations of either of the ſaid parties concerning the premiſſes, & minding to ſet an unity & friendſhip

concerning the ſame, do thereupon make and put in writing this my award, arbitrament, determination and judgement, between the ſaid parties, for and concerning the premiſſes in manner and form following, that is to ſay, Firſt, I do Award, Arbitrate, Determine and Judge by theſe preſents, That the ſaid H. D. his Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay &c. And I the ſaid Umpire do alſo award &c. That he the ſaid H. D. ſhall on the &c. at the Shop of &c. Seal and as his abſolute Deed Deliver to the ſaid O. L. or to his uſe, a Releaſe, Acquittance and Diſcharge of, and for all & all manner of Actions, Suits, Judgments, &c. from the beginning of the world &c. *In witneſſe, &c.*

A Leaſe made in conſideration of the ſurrender of a former Leaſe, for a longer time, with good Covenants.

THis Indenture made the &c. *Between* I. B. of &c. C. D. of &c. and I. D. of &c. on the one part, and T. W. of &c. on the other part. *witneſſeth*; That the ſaid I. B. C. D. and I. D. as well for and in conſideration of the ſurrender of one former leaſe dated the &c. made from the ſaid I. B. C. D. and I. D. to H. W. brother to the ſaid T. W. as alſo in conſideration of the ſum of &c. to the ſaid I. B. in hand, paid before the enſealing and delivery of theſe preſents, by the ſaid T. W. the receipt whereof the ſaid I. B. doth hereby acknowledge, and thereof, & of every part thereof, doth acquit & diſcharge the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, By theſe preſents Have demiſed, granted, & to farm-letten, and by theſe preſents do demiſe, grant, and to farm-let unto the ſaid T. W. all thoſe two Meſſuages or Tenements, with the appurtenances, and three-yard land to the ſame belonging, ſituate, lying, and being

being in the parish of &c. late in the several tenures of the said H. W. deceased, and of A. P. Widow, and now in the occupation of the said T. W. and the aforesaid A. P. together with the lops, tops and shreds of all the hedgrow, and hedges, growing in and upon Eleaven Roods of Land in a field, called *Arzons* field, and a furlong called B. forlong, and also the lop and top of one hedge, growing in and upon a Close called K. Close, from the gate by the lane side; And together likewise with Common of Pasture for twelve Kine, and one hundred and twenty sheep in the Commons and fields of D. aforesaid, and all other fields, pastures, lands, meadows, feedings and grounds whatsoever, with the appurtenances of them the said I. B. C. D. and I. D. which late were in the occupation of them the said H. W. and A. P. or either of them in D. aforesaid, and together also with all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, Courts, Wayes, Easements, Profits, Commodities and Advantages whatsoever, to the said two Messuages, and other the premisses belonging or appertaining (except and alwayes reserved out of this demise, and grant the bodies of all trees of Oke, Ash and Elme, now growing and being, or which hereafter shall grow, and be in and upon the premisses or in and upon any part or parcell thereof, and also except one Barne, called the Great Barne, and the Yard wherein the same standeth, which late were in the possession or occupation of G. B.

To have and to hold the said two Messuages or Tenements, three yard-land, Houses, Buildings, Barns, Stables, Orchards, Gardens, and all other the premisses, with their appurtenances, before by these presents demised, and every part and parcell thereof, (Except before Excepted) unto the said T. W. his Executors, Administrators & Assigns *Habend.*

from the Feaſt day of &c. before the date of &c. unto the full end and term of &c. from thence next enſuing, and fully to be compleat and ended (if T. W. ſon of T. W. party to theſe preſents, G. W. and A. W. or any of them ſhall ſo long live) *Yielding* and paying therefore yearly, during the ſaid terme unto the ſaid I. B. his Heires and Aſſignes, the ſumme of &c. at two uſuall Feaſts or Termes in the year, That is to ſay, At the Feaſt of &c. and the Feaſt of &c. by even and equall portion, and if it ſhall happen the ſaid yearly Rent of &c. to be behind and unpaid, in part or in all, after either of the ſaid Feaſts in any year during the ſaid term, in which the ſame ought to be paid, by the ſpace of 28 dayes being lawfully demanded, and no ſufficient diſtreſſe to be had or found, in or upon the demiſed premiſſes. That then and at all times afterwards, it ſhall and may be lawfull to, and for, the ſaid I B. his Heirs and Aſſigns, and for every of them, into all and ſingular the ſaid demiſed premiſſes, and every part and parcell thereof, wholly to re-enter, and the ſame to have againe, and enjoy as in his or their former Eſtate, and the ſaid T. W. his Executors and Aſſigns, from thence utterly to expell and put out (this Indenture, or any thing before ſpecified to the contrary notwithſtanding) And the ſaid T. W. party to theſe preſents, his Executors, Adminiſtrators and Aſſignes, ſhall and will from time to time, and at all times hereafter, during the continuance of this preſent Leaſe, at his and their proper coſts and charges, well and ſufficiently repaire, uphold, ſuſtain, maintaine and keep the ſaid Meſſuages or Tenements, and all other the demiſed premiſſes, in good and ſufficient reparations, and the ſame ſo being well and

Redend.

To re-enter for non-payment of the Rent.

and ſufficiently repaired, upholden and kept, in the end of the ſaid term, or other ſooner determination of this Leaſe, ſhall leave and yeild up unto the ſaid I. B. his Heirs or Aſſigns, The ſaid T. W. from time to time having and taking (by the Aſſignment and appointment of the ſaid I. B. his Heirs or Aſſignes) ſufficient Timber upon the ſaid demiſed premiſſes for the reparations of the ſame, (if any ſuch Timber be there to be had, otherwiſe the ſaid Timber to be found, and reparations done as aforeſaid, at the proper proviſion, coſts and charges of the ſaid T. W. party to theſe preſents, his Executors and Aſſignes; and that neither the ſaid T. W. his Executors or Aſſignes, or his, or their, undertenants ſhall commit any waſt, or ſtrip any Trees, Hedges, quick ſets, mounds or fences upon the premiſſes; And the ſaid I. B. for himſelf &c. doth covenant and grant to, and with the ſaid T. W. &c. That the ſaid two Meſſuages or Tenements, three yard land, and all other the afore demiſed premiſſes, with the appurtenances, and every part and parcell thereof, now are and be, and ſo from henceforth, during the continuance of this preſent Leaſe ſhall be, and continue clearly acquitted, exonerated, and diſcharged of, and from all, and all manner of former Bargaines, Sales, Gifts, Grants, Joyntures, Leaſes, Annuities, Rents, Arrerages of Rents, Statutes-merchant, and of the Staple, Recognizances, Judgments, Executions, Wils, Intailes, Legacies, Titles, Troubles and Incumberances whatſoever, had, made, committed, ſuffered or done, or to be had, made, &c. by the ſaid I. B. or by the ſaid G. B. deceaſed, his Father I. B. his Grandfather, & R. B. his Uncle, or by any of them, or by any of their Heires &c. or by any other perſon or perſons, or

That the premiſſes are diſcharged of incumbrances.

or by, or through their or any of their means, act, title, consent or procurement (on Leaſe heretofore made by the ſaid G.B. of one Meſſuage or Tenement, and other things, parcell of the premiſſes before, by theſe preſents demiſed unto the ſaid *A. P.* for and during the natnrall life of the ſaid *A.* whereupon the yearly Rent of &c. is reſerved, and ſhall be from henceforth, during the continuance of the ſame Leaſe, due and payable unto the ſaid T. W. party to theſe preſents, his Executors, Adminiſtrators and Aſſignes only excepted and fore prized) *And further*, the ſaid I. B. for himſelfe, his Heires Executors and Adminiſtrators doth covenant &c. That if at any time hereafter during the ſpace of ten yeares next enſuing the date of theſe preſents, The ſaid T.W. or his Aſſigns ſhall be minded to exchange, and put in one other Life in the ſtead and place of any of them, the ſaid T.W. the ſon of G. and A.W. The party put out being then living, That then within three weeks next after requeſt, in that behalfe made, and payment of &c. to the ſaid I. B. in the conſideration thereof, He the ſaid I.B. his Heires or Aſſignes, ſhall and will at the coſts and charges of the ſaid T.W. party to theſe preſents, his Executors or Aſſignes, make, ſeal, & deliver in due form of Law unto the ſaid T.W. party to theſe preſents, his Executors and Aſſigns, one other good and ſufficient Leaſe for the reſidue of the ſaid term which ſhall be then to come (if any two of the perſons before named, and ſuch other perſon as ſhall be then nominated & put in ſhall ſo long live, and under the like Rents, covenants, & conditions, as in theſe preſents is expreſſed, (*Mutatis Mutandis*) And further, that the ſaid T. W. party to theſe preſents, his Executors Adminiſtrators & Aſſigns, & every of them, under

To exchange a Life within ten years.

under the Rents and covenants herein before mentioned, ſhall and may peaceably and quietly, have, hold, poſſeſſe and enjoy the ſaid two Meſſuages or Tenements, three-yard-land, and all other the before demiſed premiſſes, with the appurtenances, and every part thereof, during the whole terme hereby granted (if the ſaid T. W. the ſon G.W. and *A.W.* or ſuch other perſon as ſhall be hereafter named, with two of them in the ſtead and place of any of them ſo dying, or exchanging ſhall ſo long live) without the lawfull let, trouble, eviction, or contradiction of the ſaid I. B. his Heires or Aſſignes, or of the Heires Executors or Aſſigns of the ſaid G. B. deceaſed, or of any other perſon or perſons whatſoever (except onely the ſaid A. B. for her Leaſe before mentioned) And the ſaid C. D. and I. D. for themſelves and either of them ſeverally and reſpectively, and not the one for the other, nor the others act, and for their ſeverall Executors Adminiſtrators and Aſſignes, do covenant, promiſe, and grant, to and with the ſaid T. W. party to theſe preſents, his &c. That he the ſaid T. W. his Executors Adminiſtrators and Aſſignes, and every of them ſhall and may according to the tenour and true meaning of theſe preſents, peaceably and quietly have, hold and enjoy all the ſaid demiſed premiſſes, with the appurtenances & every part thereof free and clear, and freely and clearly acquitted and diſcharged of, and from all, & all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Uſes, Wils, Intailes, Statutes, Recognizances, Judgements, Extents and executions, & of & from all other Eſtates, Titles, Troubles and Incumbrances whatſoever, had, made, committed, ſuffered or done by them the ſaid C. D. and I. D. or either of them, or by any other perſon or perſons, by their or either of their means, act, title,

or procurment. *And laſtly*, the ſaid I.B. for himſelf &c. that he the ſaid I.B. his Heirs & Aſſigns, & every of the, ſhal & wil at all times hereafter, & from time to time upon requeſt made, at the coſts and charges in the Law of the ſaid T. W. party to theſe preſents, his Executors or Aſſignes, or ſome of them make, do, and execute, or cauſe to be made, done, and executed, all and every ſuch further, and other reaſonable act and acts, thing and things whatſoever, for the further and more better Aſſurance, Surety, ſure making, and conveying of the ſaid demiſed premiſſes, with the appurtenances, and every part thereof unto the ſaid T. W. party to theſe preſents, his Executors and Aſſignes, during the time aforeſaid, and in ſuch manner and form and upon ſuch Rents, Covenants and Conditions, as is before herein mentioned, according to the effect and true meaning of theſe preſents, as by the ſaid T. W. his Executors or Aſſignes, or by his or their Councell learned, in the Law ſhall be reaſonably deviſed, or adviſed and required. *In witneſſe &c.*

For further aſſurance.

A Grant of an Extent penned by Mr. Thomas Bromley, *then Solicitor.*

THis Indenture made &c. *Between* B.D. of &c. and W.D. of &c. on the one party, and T.B. G.B. and T.O. of &c. on the other party, *Witneſſeth:* That whereas the Right Honourable *E.* Lord *S.* by the name of E. S. Eſq; by one Recognizance, bearing date &c. taken, knowledged, and Sealed before Sir *R. D.* Knight, Lord Chief Juſtice of *England*, according to the forme of the Statute for the Recovery of Debts in that caſe provided, ſtandeth bound

Recitall of the Recognizances.

bound to the ſaid. I. D. in the ſum of &c. Payable &c. as by the ſame Recognizance &c. and whereas alſo the ſaid I. D. hath extended, and to him is delivered in the Execution, the Mannor of N. with the appurtenances, in the County of &c. at the yearly Rent of &c. for non-payment of the ſaid ſum of &c. Now the ſaid I. D. for divers good cauſes & conſiderations him hereunto eſpecially moving, hath granted, aſſigned & ſet over, and by theſe preſents doth grant, aſſigne, and ſet over unto the ſaid W. D. T. B. G. B. and T. O. all the Eſtate, Right, Title, Intereſt and demand whatſoever, which he the ſaid I. hath by reaſon of the ſaid Extent of, in & to the ſaid Mannor of N. with the appurtenances, and of, in and to every part and parcell thereof, and in and to all and ſingular Meſſuages, Lands, Tenements, Meadows, Leaſoes, Paſtures, Feedings, Rents, Reverſions, Services and Hereditaments, with the appurtenances ſo extended and delivered in Execution, as aforeſaid: *And* the ſaid I. D. for himſelf *&c.* That he the ſaid I. D. his Executors, Adminiſtrators or Aſſigns, at any time or times hereafter, ſhall not do any act or acts, thing or things, whereby the ſaid extent and extents, or the eſtate, title or intereſt of the ſaid W. D. *&c.* or any of them, or of the Executors, Adminiſtrators or Aſſigns of them, or any of them, by reaſon of the ſaid extent, may be in any wiſe hurt, hindred, impeached, diſcharged, undone or made void. And further, that he the ſaid I. D. his Heirs, Executors and Adminiſtrators, ſhall and will, at the reaſonable requeſt, coſts and charges in the Law of the ſaid W. D. or any of them, do and ſuffer to be done, made and acknowledged all and every ſuch lawfull and reaſonable act and acts, thing and things, device and deviſes in the Law whatſoever, for the further aſſurance, ſurety, ſure making and conveying of the premiſſes, for and during all the time and terme

of

of the ſaid extent and execution, unto the ſaid T. B. G. B. and T. O. as by the learned Councell of them, or any of them, ſhall be reaſonably deviſed or adviſed and required. *In witneſſe, &c.*

An Aſſignment of a Bond for performance of Covenants.

TO all Chriſtian people &c. I. I. &c. ſendeth greeting &c. Whereas R. D. of, &c. by his Obligation bearing date &c. became bound unto the ſaid I. I. in the ſum of &c. conditioned for performance of Covenants contained in one pair of Indentures of bargain and ſale of the Inne, called K. in C. in the &c. with certain lands thereunto belonging: which Inne and premiſſes are now by the ſaid I. I. bargained and ſold unto M. W. of &c. his Heirs and Aſſignes. Now the ſaid I. I. for the better enjoying of the ſaid Inne, and other the Lands and Tenements thereunto belonging, Hath as much as in him is, Aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely aſſign and ſet over unto the aforeſaid M. W. his Heirs, Executors and Aſſigns, the ſaid recited obligation, and all ſum and ſums of money therein mentioned, and the benefit and advantage thereof to be had and made. And the ſaid I. I. for himſelf *&c.* doth covenant and grant to and with the ſaid M. W. &c. That he the ſaid M. W. his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and may in lawfull manner, at his and their coſts and charges in all things, from time to time, and at all times hereafter, ſue for, levy, recover and enjoy all ſum and ſums of money, benefit and advantage whatſoever, which ſhall or may be gotten by vertue, force or means of the ſaid recited Obligation, in the name of the ſaid I. I. his Executors or Adminiſtrators, without

without any manner of non-ſuit, releaſe, trouble, deniall or interruption of the ſaid I. I. his Executors, or Adminiſtrators, unleſſe it the by conſent of the ſaid M. W. his Heirs or Aſſignes in writing, firſt had and obtained. And the ſaid M. W. for himſelf &c. doth Covenant &c. That he the ſaid M. W. his Executors or Adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave and keep harmleſſe the ſaid I. I. his Executors or Adminiſtrators, and every of them, off and from all and all manner of coſts and charges, to ariſe by means of any ſuit, upon or by reaſon of the ſaid Obligation. *In witneſſe &c.*

A Releaſe of an Annuity.

TO all Chriſtian people, &c. We N. B. and A. B. of &c. ſend greeting &c. Whereas Sir I. B. of &c. by his Deed indented bearing date &c. for the conſiderations therein mentioned, did give and grant unto W. L. and R. P. of &c. one Annuity or yearly rent of &c, to be iſſuing and going out of al and ſingular the Mannors, Meſſuages, Lands, and Tenements called H. and L. within the pariſh of &c. and out of all the Lands Tenements and Hereditaments with th' appurtenances in H. and L. within the ſaid pariſh of &c. in the ſaid County of &c. To have, hold, perceive, and enjoy all the ſaid Annuity or yearly rent of &c. to the ſaid W. L. and R. P. their Executors or Aſſigns for and during the naturall life of the ſaid Sir I. B, the ſaid Annuity or yearly rent of &c. to be payable and paid to the ſaid W. and R. their Executors & Aſſigns, during the life of the ſaid Sir I. B. at two Feaſts in the year, *viz.* at the Feaſt of &c. at or in the &c. as by the ſame Deed indented thereof made, more large it doth and may appear. Sithence which time, the ſaid W. L. is dead, and the *Recital.*

ſaid

ſaid R. P. him ſurvived. And whereas alſo the ſaid R. P. by his Deed indented, bearing date &c. for the conſiderations therein mentioned, did demiſe, grant, bargain and ſell unto the ſaid N. B. his Executors and Aſſigns, the ſaid Annuity or yearly rent of &c. And every part thereof. To have and to hold unto the ſaid N. B. his Executors and Aſſigns, from and immediately after the death of the ſaid R. P. for and during the term of &c. from thenceforth next and immediately enſuing, and fully to be compleat and ended, if the aforeſaid Sir I. B. ſhould ſo long live; as in and by the ſaid Indenture laſt mentioned more &c. Now know ye, That we the ſaid N. B. and A. B. for and in conſideration of a certain competent ſum of lawfull money of *England* to us in hand paid, at and before the &c. by G. S. and R. G. of &c. Eſquire; whereof and wherewith &c. have remiſed, releaſed and quit claimed, and by theſe preſents for us and either of us, our and either of our Executors and Aſſignes, and every of us, do fully, clearly and abſolutely remiſe, releaſe and for ever quit claim unto the ſaid G. S. and R. G. their Heirs and Aſſignes, and every of them in their or ſome or one of their full and peaceble poſſeſſion, as well the ſaid Annuity or yearly rent of &c. before mentioned, and every part and parcell thereof. And all rents, arrearages of rents, penalties, forfeitures, *nomine penes*, and diſtreſſes whatſoever, at any time or times heretofore due or forfeited by reaſon of the non-payment of the ſaid Annuity or yearly rent of &c. or any part or parcell thereof: As alſo all the eſtate, right, title intereſt, property, term and terms of life, lives and years, reverſion, claim and demand whatſoever, which we the ſaid N. B. and A. B. or either of us, our or either of our Executors or Aſſignes, now have, may, might, ſhould or in any wiſe ought to have or claim

claim of, in and to the ſaid Annuity or yearly rent of &c. abovementioned, or any part thereof, by force and vertue of the ſaid ſeverall Deeds indented, above recited or mentioned, or either of them, or otherwiſe howſoever. To have and to hold the ſaid Annuity or yearly rent of &c. and the eſtate, right, title, intereſt and all other the before-mentioned premiſſes, with th' appurtenances, and every part and parcell thereof, unto the ſaid G. S. and R. G. their Heirs and Aſſignes for ever, ſo as neither we the ſaid N. B. and A. B. or either of us, our or either of our Executors or Aſſigns, or any of us, ſhall or will at any time hereafter, ask, claim, challenge or demand, any eſtate, right, title or intereſt, in or to the ſaid Annuity or yearly rent of *&c.* or any part thereof. But thereof and therefrom, and from all actions, ſuits, titles and demands concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. *In witneſſe whereof, &c.*

A ſhort Leaſe of certain Tythes.

THis Indenture made the &c. Between Sir E. S. of &c. on the one part; and M. D. of &c. on the other part: Witneſſeth, That the ſaid Sir E. S. for divers good cauſes and conſiderations him moving, and eſpecially of the good opinion he hath and conceiveth of the ſaid M. D. hath demiſed, granted, betaken and to farm letten, and by theſe preſents doth &c. unto the ſaid M. D. and his Aſſignes, all that the Tythes of Corn, Grain and Hay yearly comming, renewing and growing within the Townſhip of *&c.* and within the Lordſhip of *&c.* in the County of G. and now held by E. L. of *&c.* To have and to hold, perceive, take & enjoy all the ſaid Tythes *Grant.* *Habend.*

of

of Corn, Grain and Hay, unto the ſaid M. D. and his Aſſigns, from and immediatly after the date of theſe preſents, unto the full end and term of 21 years, from thence next enſuing, and fully to be compleat and ended; and that in as large and ample manner as the ſame lately were held and enjoyed by the ſaid E. L. Yeilding and paying therefore yearly during the ſaid term, unto the ſaid Sir E. S. his Heirs and Aſſigns the ſum of &c. at the Feaſt of &c. at one whole entire payment: And if it ſhall happen the ſaid yearly Rent of &c. to be behind or unpaid in part or in all by the ſpace of &c. next following the ſaid Feaſt, being lawfully demanded; That then for every ſuch default, the ſaid M. D. or his Aſſignes, ſhall forfeit and pay unto the ſaid Sir E. S. his Heirs and Aſſigns the ſum of &c. over and beſides ſuch Arrerages, as then ſhall happen to be behind and unpaid; And the ſaid Sir E. S. for him his Heirs, Executors and Adminiſtr: doth covenant &c. That he the ſaid M. D. his Executors and Aſſigns ſhall and may at all time and times from henceforth, for and during all the ſaid Terme hereby granted, peaceably and quietly have, hold, occupie, poſſeſſe and enjoy, all the ſaid Tithes of Corne, Grain & Hay (paying the rent before reſerved) without any manner of lawfull let, eviction, diſturbance or contradiction of the ſaid Sir E. S. his Heirs or Aſſigns, or of any other perſon or perſons, by his or their means, conſent or procurement. *In witneſſe &c.*

Reddend.

A nomine penæ, for nonpayment of the Rent.

A Deed of Gift.

TO all people to whom this preſent writing ſhall come I, A. B, of &c. ſend greeting &c. Know ye that I the ſaid A. B. for, and in conſideration of the

the ſum of &c. which I the ſaid A. B. do owe and am indebted unto T. S. of &c. have Given, Granted, and Sold, and by theſe preſents do fully, clearly, and abſolutely give, grant, bargain, ſell and confirme unto the ſaid T. S. all and ſingular ſuch my Goods, Chattels, and Implements of houſhold, and Commodities whatſoever, as are contained and ſpecified in a certain ſchedule hereunto annexed: *To have and to hold, All* and ſingular the Goods, Chattels, Implements of houſhold, and Commodities whatſoever as aforeſaid, to the foreſaid T. S. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſes and behoofs for ever, thereof and therewith, to do, uſe, and diſpoſe, at his and their will and pleaſure, as of his and their own proper Goods and Chattels, without any manner of Challenge, Claim or Demand of mee the ſaid A. B. or of any other perſon or perſons for me in my name, by my cauſe, means, conſent or procurement: And further, know ye, that I the ſaid A. B. have put the ſaid T. S. in full poſſeſſion of all and ſingular the aforeſaid premiſſes, by the delivery unto him at the enſealing hereof, one Goblet of Silver, in name of all the ſaid Goods. *In witneſſe whereof, &c.* *Habend.*

Another Deed of Gift.

TO all people &c. I, B. C. of &c. ſend greeting: Know ye that I the ſaid B. C. as well for and in conſideration of the naturall affection, and brotherly love which I have, and do bear unto my wel-beloved brother P. C. of &c. as alſo for divers other good cauſes and conſiderations me at this preſent eſpecially moving, have given and granted, and by theſe preſents do give, grant and confirm unto the ſaid P. C.

all

all and ſingular my Goods, Chattels, Leaſes, Debts, ready Money, Plate, Jewels, Rings, Houſhold-ſtuffe, Apparell, Utenſils, Braſſe, Pewter, Bedding, and all other my ſubſtance whatſoever, moveable and immoveable, quick and dead, of what kind, nature, quality or condition ſoever the ſame are or be, and in what place or places ſoever the ſame be, ſhall or may be found, as well in mine owne cuſtody or poſſeſſion, as in the poſſeſſion, hands, power and cuſtody, of any other perſon or perſons whatſoever; *To have and to hold, all* and ſingular the ſaid Goods, Chattels, Leaſes, Debts, and all other the aforeſaid premiſſes, unto the ſaid P. C. his Executors, Adminiſtrators, and Aſſignes, to his and their own proper uſes and behoofs, for ever freely and quietly, without any matter of Challenge, Claime or Demand of me the ſaid B. C. or of any other perſon or perſons whatſoever, for me in my name by my cauſe, means, or procurement, and without any money or other thing, therefore to be yeilded, paid, or done unto me the ſaid B. C. my Executors, Adminiſtrators or Aſſigns: And I the ſaid B. C. al and ſingular the aforeſaid Goods, Chattels, and premiſſes to the ſaid P. C. his Executors, Adminiſtrators and Aſſignes, to the uſe aforeſaid, againſt all people do warrant, and for ever defend by theſe preſents; and further, Know ye, that I the ſaid B. C. have put the ſaid P. C. in peaceable and quiet poſſeſſion of all and ſingular the aforeſaid premiſſes, by the delivery unto him at the enſealing hereof, one coyned peice of Silver, commonly called two pence, fixed one the Seale of theſe preſents. *In witneſſe, &c.*

Warrant.

A Releaſe of Dower.

TO all people to whom this preſent writing ſhall come, Dame *Dorothy Williams*, late the wife of Sir *David Williams* Knight deceaſed, ſendeth greeting, &c. Know ye that the ſaid Dame *Dorothy W.* for and in conſideration of the performance of a former agreement, had, and made between the ſaid Dame *Dorothy W.* and the ſaid Sir *D. W.* her late huſband, before their enter-marriage hath remiſed, releaſed and for ever quit claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe, and for ever quit claim unto Sir *D. W.* Knight, T. W. and R. W. ſons of the ſaid Sir *D. W.* and to every of them, all and all manner of Dower, and right and title of Dower whatſoever, which ſhe the ſaid Dame *Dorothy W.* now hath, may, might, ſhould, or of right ought to have or claim of, in, or out of all and every the Mannors, Meſſuages, Lands, Tenements and Heriditaments whatſoever, which were the ſaid Sir *D. W.* at any time during the coverture between him and the ſaid Dame *D.* Scituate and being in the Counties of &c. or in any or every of them, and all and all manner of Actions, and writs of Dower whatſoever, ſo as neither ſhe the ſaid Dame *D. W.* nor any other for her, or in her name, any manner of Dower, or Writ, or Action of Dower, or any manner of right or title of Dower, of, or in the ſaid Mannors, Lands, Tenements and Hereditaments, or of or in any part or parcell thereof, at any time hereafter ſhall, or may have, or claim, or proſecute againſt the ſaid Sir *D. W.* T. W. and R. W. nor any of them, their, nor any of their Heirs or Aſſignes, but of and from the ſame ſhall be utterly debarred, and for ever excluded by theſe preſents. *In witneſſe &c.*

A Releaſe from one that hath loſt his Articles of Agreement.

BE it known unto all men by theſe preſents, That I, E. W. of *&c.* have remiſed, releaſed, and quit claimed, and by theſe preſents do for me, my Heirs, Executors, Adminiſtrators and Aſſigns, and every of us fully, cleerly, and abſolutely remiſe, releaſe, and for ever quit claim unto I. O. of *&c.* his *&c.* all and all manner of Actions, Suits, Plaints, Pleas, Proceſſe, and demands whatſoever, which againſt the ſaid I. O. I ever had, now have, or at any time hereafrer ſhall or may have by reaſon or means of any Grant, Covenant, Contract, Promiſe, Bargain, Clauſe or thing mentioned, contained, expreſſed, or declared, in or by certain Articles of Agreement Indented, bearing date &c. made between the ſaid I. O. on the one part, and me the ſaid E. W. one the other part, touching or concerning the procuring of a Leaſe of a field or parcell of ground, errable, meddow or paſture, called the &c. of the yearly Rent of &c. lying &c. which ſaid Leaſe, I do hereby acknowledge is procured and paſſed by the ſaid I. O. according to my mind and deſire, and of and from all Bonds, Bils, and writings obligatory, and all and every penalty, ſum and ſums of money in them or any of them mentioned, or contained, wherein or whereby the ſaid I. O. is and ſtandeth bound unto me for the performance of the Covenants, Grants, Articles and Agreements in the ſaid Articles mentioned, or contained. *In witneſſe &c.*

A forme of a will.

IN the Name of God Amen. The tenth day of &c. I, A. B. of &c. being ſick in body, but of good and per-

perfect memory thanks be to Almighty God; and calling to remembrance the incertain estate of this transitory life, and that all flesh must yeild unto Death when it shall please God to call, do make, constitute, ordaine and declare, this my last Will and Testament, in manner and form following, revoking, and adnulling by these presents, all and every Testament and Testaments, Will and Wils heretofore by me made and declared, either by word, or by writing: And this to be taken only for my last Will and Testament and none other: And first, being penitent & sorry from the bottom of my heart for my sins past, most humbly desiring forgiveneſſe for the same; I give and commit my soul unto Almighty God my Saviour and Redeemer, in whom, and by the merits of Jesus Christ, I trust and believe assuredly to be saved and to have full remission and forgiveneſſe of all my sins; and that my soul with my body at the generall day, or resurrection, shall rise again with joy, and through the merits of Christ's Death and Passion possesse and inherit the Kingdome of heaven, prepared for his elect and chosen, and my body to be buried in such place, where it shall please my Executors hereafter named to appoint: And now for the setling of my Temporall estate, and such Goods, Chattels, and Debts, as it hath pleased God, far above my deserts, to bestow upon me: I do order give and dispose the same in manner and forme following (that is to say) First, I will that all those Debts, and Duties as I owe in right or conscience to any manner of person or persons whatsoever, shall be well and truely contented and paid, or ordained to be paid, within convenient time, after my Decease, by my Executors hereafter named, *Item*, I give and bequeath &c. *In witneſſe &c.*

An Aſſurance of a Joynture to the wife with Remainder in Tail.

THis Indenture made &c. between H. V. of &c. on the one part, and L. L. &c. and G. L. &c. on the other part, *witneſſeth*, That as well for, and in conſideration of a Marriage had and ſolemnized, between the ſaid V. and A. now Wife to the ſaid H. V. and Siſter of the ſaid L. and G. for the great good will, love and affection, which the ſaid H. hath and beareth to the ſaid A. his Wife; and to the intent, that the Meſſuages, Lands, and Tenements hereafter in theſe preſents ſpecified, ſhall come and continue in the iſſue of the ſaid H. and A. in ſuch ſort, manner and form, as hereafter in theſe preſeuts is expreſſed, mentioned, and declared; It is Covenanted, Granted, Condeſcended, Concluded and fully agreed upon, by and between the ſaid parties to theſe preſents, in manner and form following: And the ſaid H. V. for the conſideration aforeſaid, doth Covenant, grant and promiſe, for himſelf &c. to and with the ſaid L. L. and G. L. their &c. by theſe preſents, That he the ſaid H. V. his Heirs and Aſſigns and all, and every other perſon and perſons whatſoever, ſhall ſtand and be ſeized of, and in all and ſingular thoſe his Meſſuages, Lands, Tenements Meadows, Leaſows, Paſtures, and Hereditaments whatſoever, with all and ſingular their appurtenances, in the Pariſh, Town and Field of C. aforeſaid, in the ſaid &c. which late were parcell of the poſſeſſions of the late diſſolved Monaſtery of &c. and now be, or late were in the ſeverall Tenures or occupations of &c. and their Aſſigns, and the reverſion and reverſions of the premiſſes, and every part and parcell thereof, to the uſes, purpoſes and intents hereafter in theſe preſents expreſſed and limited, and to no other uſe, in-

intent, or purpoſe whatſoever, that is to ſay, to the uſe and behoof of the ſaid H. V. for the term of his naturall life without impeachment of, or for any manner of waſte, and after his deceaſe to the uſe and behoof of the ſaid A. V. now Wife of the ſaid H. V. for the terme of her naturall life, and after the deceaſe of the ſaid H. and A. his Wife, then to the uſe and behoofe of ſuch of the children, between them the ſaid H. and A. lawfully begotten, as the ſaid A. by her laſt Will and Teſtament, or other writing to be ſigned and ſubſcribed by her the ſaid A. in her life-time, ſhall limit, nominate and appoint: And if no ſuch limitation, nomination, or appointment, ſhall be made by the ſaid A. in her life-time, then to the uſe of the Heirs of the bodies of the ſaid H. and A. between them lawfully begotten, and for &c. to the uſe of the right Heirs of the ſaid H. V. for ever: And further, the ſaid H. V. for him ſelf &c. doth Covenant &c. to and with the ſaid L. L. and G. L. their Heirs &c. That he the ſaid H. V. his Heirs and Aſſigns, ſhall and will permit and ſuffer the ſaid A. V. and all and every other perſon and perſons to whom the ſaid Meſſuage, Lands, Tenements and other the premiſſes, or any part or parcell thereof ſhall happen to come, or of right ought to come, by reaſon of theſe preſents peaceably and quietly to have, hold, occupy and enjoy all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments before by theſe preſents expreſſed and mentioned without any manner of let, trouble, eviction, diſturbance, ſuit, vexation or expulſion of the ſaid H. V. his Heirs or Aſſigns, or any other perſon or perſons whatſoever, lawfully having, claiming or pretending to have any eſtate, or title, from, by or under the ſaid H. V. his Heirs or Aſſigns, according to the intent, form and true meaning of theſe preſents. *In witneſſe whereof, &c.*

A Leaſe of a Fee-farm, and certain Lands, with neceſſary Covenants.

THis Indenture made *&c.* Between C. B. of &c. on the one part: and T. W. of &c. on the other part: Witneſſeth; That the ſaid C. B. for divers good cauſes and conſiderations him thereunto eſpecially moving, Hath demiſed, granted and to farm-letten, and by theſe preſents, doth demiſe &c. unto the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, all that his Meſſuage, Tenement or Farm-houſe called W. with th' appurtenances, and all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Profits, and Commodities whatſoever, to the ſaid Meſſuage Tenement or Farm-houſe now belonging or appertaining, and being now in the tenure or occupation of the ſaid T. W. or of his Aſſignee or Aſſignees, ſituate, lying and being in the pariſh of &c. (Except and always reſerved unto the ſaid C. B. his Executors & Aſſigns, all and all manner of woods and under-woods, hedges, rows and timber trees, now ſtanding, growing and being, or which hereafter ſhall ſtand, grow or be in and upon the demiſed premiſſes, or in and upon any part or parcell thereof; and alſo except and alwayes reſerved unto the ſaid C. B. his Executors and Aſſigns, by the ſpace and for the term of one whole year next before the end and expiration of the term of ſeven years, and one half year here under granted, the ſaid Meſſuage, Tenement or Farm-houſe, and one Cloſe or parcel of ground, called W. containing &c. be it more or leſſe; Together with free liberty of ingreſſe, egreſſe, abiding and dwelling into, out of, from and upon the ſaid Meſſuage, Tenement and

Exception.

Farm

Farm-houſe, and one Cloſe, called W. by and during the ſaid ſpace and term of &c. next before the end and expiration of the ſaid Term of &c. To have and to hold the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Paſtures, and other the demiſed premiſſes, and every part and parcel thereof (except before excepted) unto the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of &c. for and during the term of &c. and fully to be compleat and ended. Yeilding and paying therefore yearly, during the ſaid term, unto the ſaid C. B. his Executors and Aſſigns, the rent of &c. at four Feaſts or Terms in the year moſt uſuall (That is to ſay) at &c. by even and equall portions. And if it ſhall happen the ſaid yearly rent of &c. or any part or parcel thereof to be behind and unpaid by the ſpace of &c. next over or after any of the ſaid Feaſt dayes, in which the ſame ought to be paid, being lawfully demanded: That then and from thenceforth, and at all times after it ſhall & may be lawfull to and for the ſaid C. B. his Executors, Adminiſtrators and Aſſigns, into the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Lands, Meadows, Paſtures, & all the demiſed premiſſes, with the appurtenances, and into every part & parcel thereof, wholly to re-enter, and the ſame to have again repoſſeſſe and enjoy, as in his or their former eſtate. And the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, and all other the Tenants and Occupiers of the ſaid demiſed premiſſes, or any part or parcel thereof; thereout, and from thence, utterly to expell, amove & put out: this Indenture, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding

Habend.

Re-entry for non-payment.

For Reparation.

And the ſaid T. W. for himſelfe, doth covenant, &c. in manner and form following (That is to ſay) That he the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter, during the ſaid Term of &c. by theſe preſents granted when and as often as need ſhall require, well and ſufficiently repair, ſupport, ſuſtain, maintain and amend the ſaid Meſſuage, Tenement or Farm-houſe, and all the Houſes, Edifices, Buildings, Barns and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcell thereof, in, by and with all and all manner of needfull and neceſſary reparations whatſoever: And alſo ſhall and will at all times hereafter, and from time to time, during the ſaid term, at his and their like coſts and charges, well and ſufficiently hedge, fence, ditch, encloſe and amend all and ſingular the hedges, fences, ditches and encloſures belonging to the ſaid demiſed premiſſes, in, by and with all and all manner of hedging, fencing, ditching and encloſing, when and as often as need ſhall require, during the ſaid Term; And as well the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns and Stables, with th' appurtenances, and every part and parcell thereof, ſo well and ſufficiently repaired: As alſo the hedges, fences, ditches and encloſures aforeſaid, well and ſufficiently ſupported and amended in the end of the ſaid Term, or other determination of this preſent Leaſe, ſhall leave and yeild up into the hands and poſſeſſion of the ſaid C. B. his Executors, Adminiſtrators and Aſſignes.

A Covenant for planting an Orchard.

And the ſaid T. W. for himſelfe, his Executors, Adminiſtrators & Aſſigns, doth covenant, &c. That he the ſaid T. W.

T. W. his Executors, Adminiſtrators and Aſſigns, ſhall permit and ſuffer the ſaid C. B. and his Aſſigns, to plant and make in and upon ſome convenient place of the demiſed premiſſes, one Orchard, not exceeding the number of two acres of land, with ſuch ſtore of fruit trees, and other trees, as the ſaid C. B. or his Aſſigns ſhall think meet; and the ſame Orchard and fruit trees ſo made and planted, ſhall fence, preſerve and keep ſo much as in him ſhall be, from ſpoil and hurt of Cattle, and from all other harm and deſtruction. And further, that the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, ſhall at all times hereafter, and from time to time, during the ſaid term of &c. find and allow unto G. B. Widow, Mother unto the ſaid C. B. competent and ſufficient meat, drink, lodging, apparell, and all other neceſſaries whatſoever, meet and convenient for her degree; and ſhall from time to time, and at all times, clearly acquit exonerate and diſchage the ſaid C. B. his Executors, Adminiſtrators and Aſſigns, and every of them, of, for and concerning the keeping of the ſaid G. H. during the ſaid Term of &c. before by theſe preſents granted. And Laſtly, the ſaid T. W. for himſelf doth covenant &c. That he the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, nor any of them, ſhall not at any time or times hereafter during the Term, before, in and by theſe preſents granted, plow up or otherwiſe deface or ſpoile the Meadow ground bolonging to the ſaid demiſed premiſſes or any part or parcell thereof: And alſo that he the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, ſhall and will in the end of the ſaid Term of &c. before by theſe preſents granted, or other determination of this

A Covenant for finding meat, drink, lodging, apparell, and other neceſſaries.

Not to plow up the Meadows.

this preſent Leaſe, deliver and yeild up the quiet and peaceable poſſeſſion of all and ſingular the before demiſed premiſſes and every part and parcell thereof, unto the ſaid C. B. his Executors &c. And the ſaid C. B. for himſelf &c. doth covenant &c. in manner and form following *(viz.)* That he the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, and every of them for and under the yearly rent before by theſe preſents reſerved, and other the Covenants, Grants, Articles and Agreements in theſe preſents contained, ſhall and may peaceably, lawfully and quietly have, hold, uſe, occupy, poſſeſſe and enjoy all and ſingular the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Lands, Meadows, Orchards, Gardens and all other the before demiſed premiſſes, and every part and parcel thereof (except before excepted) for and during the ſaid Term of &c. before by theſe preſents granted without any manner of lawfull let, ſuit, trouble, eviction, diſturbance or contradiction of the ſaid C. B. his Executors, Adminiſtrators or Aſſignes, or any of them, or of any other perſon or perſons whatſoever, by his, their or any of their means, act, title or procurement. Provided always, and it is meant and intended by and between the ſaid parties to theſe preſents, That this Indenture or any thing herein contained, ſhall not extend to charge the ſaid C. B. his Executors or Adminiſtrators by or with any action of Covenant or other action whatſoever, ſaving onely for ſuch eſtate and intereſt as the ſaid C. B. or any other claiming by, from or under him, now have, hath or may have of, in or to the demiſed premiſſes or any part thereof, and not for any other better or former eſtate, right or title, which ſhall or may precede or extinguiſh the grant, by theſe preſents made. *In witneſſe &c.*

A Proviſo.

An Aſſignment of two ſeverall Obligations.

TO all Chriſtian people to whom this preſent writing ſhall come: F. D. of &c. Gentleman ſendeth greeting: Whereas R. D. of &c. Gentleman, in and by one Obligation or writing Obligatory, with condition thereupon endorſed, bearing date &c. And whereas alſo M. E. of &c. Eſq; in and by one other Obligation or writing, Obligatory, with Condition thereupon alſo endorſed, bearing date &c. do ſtand bound to the ſaid F. D. his Executors Adminiſtrators and Aſſigns, in the ſeverall ſums of &c. as by the ſaid ſeverall Obligations, relation being thereunto had, may appear. Now know ye, that the ſaid F. D. for divers good cauſes and reaſonable conſiderations him hereunto eſpecially moving, Hath bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely bargain, ſel, aſſign and ſet over unto R. B. of &c. his Executors, Adminiſtrators and Aſſigns, as well the ſaid two Obligations; as alſo the ſeverall ſums of money in them, and either of them, mentioned or contained; To the only proper uſe and behoof of the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, and without any accompt or other thing therefore to be yeilded, paid or done unto the ſaid F. D. his Executors, Adminiſtrators or Aſſigns, or to any of them. And the ſaid F. D. for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant, promiſe and grant to and with the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, by theſe preſents in manner and form following: That is to ſay, that he the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and may at all times hereafter, and from time to time, peaceably and quietly have, hold,

hold, uſe, occupy, poſſeſſe and enjoy all and ſingular the ſum and ſums of money whatſoever, contained in the ſaid ſeverall Obligations: And alſo the benefit, commodity, penalty and advantage whatſoever, which ſhall or may happen, come, grow, or be by reaſon of the ſaid ſeverall Obligations or Writings Obligatory above-recited or mentioned, without any manner of let, ſuit, trouble, gainſaying, means, conſent or procurement of the ſaid F. D. his Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever. *In witneſſe &c.*

An Aſſignment of two Apprentices, and their years to come.

TO all Chriſtian people to whom this preſent writing ſhall come: I, A. M. Citizen and *&c.* ſend greeting, in our Lord God everlaſting. Whereas my Apprentices I. S. and G. R. have certain years yet to come and unexpired of their ſeverall Apprentiſhips, to wit, the ſaid I. S. one whole year and a half, from the Feaſt of &c. laſt paſt; and the ſaid G. R. the ſpace of two years and a half, from the ſame Feaſt, as by their ſeverall Indentures thereof unto me the ſaid A. M. made and ſealed, at large it doth and may appear. Now know ye, that I the ſaid A. M. for divers good cauſes and Conſiderations me eſpecially moving; and the rather for that it ſtands with the good liking and pleaſure of my ſaid Apprentices: Have given, granted, aſſigned and ſet over, and by theſe preſents do fully and abſolutely give, grant, aſſign and ſet over unto my well beloved Friend R. H. Citizen and Haberdaſher of *London*, all ſuch right, title, duty, term of

Recitall of the Indentures.

Conſiderations.

of years to come, claim, intereſts, Apprentiſhips, ſervices and demands whatſoever, which I the ſaid A. M. have of, in or to the ſaid I. S. and G. R. my ſaid Apprentices, or which I might or ought to have of and in them, or either of them, by force and vertue of the above recited Indentures of Apprentiſhips: (That is to ſay) the true and faithfull ſervice of I. S. for and during the time and ſpace of one whole year and a half from &c. as aforeſaid; and the like honeſt and dutifull ſervice of G. R. for and during the time and ſpace of two whole years and a half, &c. from the Feaſt day, as is afore declared: Giving, and by theſe preſents granting unto the ſaid C. B. my full power and lawfull authority for the having keeping and enjoying of my ſaid Apprentices, I. and G. before mentioned, for and during their ſeverall times yet to come and unexpired. And moreover, I the ſaid A. M. do by theſe preſents Covenant, promiſe and grant to and with the ſaid C. B. his Executors and Aſſigns, That the ſaid I. and G. my Apprentices, ſhall, during their ſeverall times, well and truly ſerve the ſaid C. B. as their Maſter, and his commandments lawfull and honeſt every where ſhall do; and from the ſervice of him they nor either of them ſhall not abſent or prolong himſelf by day or night, during the ſaid ſeverall Terms of their aforeſaid Apprentiſhips, yet to come and unexpired. Provided, That the ſaid C. B. their Maſter, ſhall well intreat and uſe the ſaid I. and G. as becometh Apprentices in ſuch caſe to be uſed; finding unto them and either of them, meat, drink, linnen, woollen, hoſe, ſhoes and bedding, and all other neceſſaries during the ſaid Terms. *In witneſſe, &c.*

Grant of their Terms.

A Proviſo, That if the Leſſor be minded to ſurrender his Grand Leaſe, to take a further eſtate in the premiſſes, then the Demiſe to be voyd, with a Covenant to grant a new Leaſe of the premiſſes.

PRovided alwayes, and be the Demiſe under and upon condition, That if the ſaid I. B. his Executors, Adminiſtrators or Aſſigns, ſhall at any time during the Demiſe, be minded to ſurrender his Grand Leaſe by which he hath and holdeth the aforeſaid demiſed premiſſes (amongſt other things) to the intent to get a new Leaſe, or any larger or further eſtate of, in and to the ſame: And thereof ſhall give or leave notice in writing to and for the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, at the ſaid demiſed Manſion-houſe: That then at the day and time of ſuch notice given, and from thenceforth for ever, this Demiſe, Grant and Term of years, ſhall ceaſe, determine and be utterly voyd and of none effect, to all intents and purpoſes; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid I. B. *&c.* doth Covenant and grant to and with the ſaid A. B. his *&c.* That he the *&c.* or Aſſigns, notwithſtanding the ſurceaſing and determination of this Demiſe, Grant and Term of years of the ſaid A. B. to be had, claimed & enjoyed as aforeſaid: Shall and will not only peaceably & quietly permit & ſuffer the ſaid A. B. his Executors, Adminiſtrators and Aſſigns: To have, hold and enjoy the ſaid demiſed premiſſes under the yearly rent aforeſaid, by & during the Term of three months from thence next following: but alſo before the end and expiration of the ſame, ſhall at his and their own proper coſts and charges, make, ſeal & deliver or cauſe &c. And ſufficiently tendred at the ſaid demiſed Manſion-houſe unto the ſaid A. B. his Executors or Aſſigns, a new Leaſe or

Grant

Grant in writing of all the ſaid demiſed premiſſes, for ſo much of the ſaid time of &c. as ſhall be then to come and unexpired, and for and under ſuch Rents, Covenants and Conditions as are contained in this preſent Leaſe.

A Letter of Atturney to enter upon Lands, and to deliver a Leaſe made to another.

KNow all men by theſe preſents, that I, R. R. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint T. C. of &c. my true and lawfull Atturney for me; and in my ſtead and name, to enter and come into and upon the Farm and Lands of T. in the Pariſh of &c. now in the tenure or occupation of R. T. or of his aſſigns, or upon any part thereof, then and there for me; and in my ſteed and name to deliver as my act and deed, unto H. M. of &c. or to his aſſigns, one Indenture, whereunto I have already ſealed, bearing date &c. made between me the ſaid R. R. of the one party, and the ſaid H. M. of the other party; purporting a Leaſe of the ſame Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſigns, for the term of four years next enſuing: as in and by the ſaid Indenture more at large appeareth: which Indenture after the ſame ſhall be ſo delivered by my ſaid Atturney, I the ſaid R. B. do promiſe by theſe preſents, ſhall be my effectuall deed in Law to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then and there my ſelf. *In witneſſe &c.*

A Letter of Atturney to enter upon Lands, and to deliver a Leaſe.

TO all Chriſtian people to whom this preſent writing ſhall come: We, T. A. and R. M. of &c. ſend greeting. Whereas we the ſaid T. A. and R. M. have ſigned and ſealed to one Indenture bearing date with theſe preſents, purporting a Leaſe, demiſe or grant unto I. H. of &c. of all that our Mannor or Farm of &c. with the Houſes, Barns, Stables, Orchards, Gardens, &c. and of all that our Scite of the Rectory or Parſonage of L. in the ſaid County of &c. Together with the demeaſne Lands to the ſaid Mannor and Farm belonging or appertaining: To hold from the enſealing and delivery of the ſame Indenture for the term of three years then next enſuing; as by the ſame Indenture of Leaſe at large appeareth. Now know ye, that we the ſaid T. A. and R. M. have made, ordained, conſtituted and appointed, and by theſe preſents do make ordaine, conſtitute and in our ſteads and places put and appoint our truſty and well beloved Friend I. H. of &c. our true and lawfull atturney and Aſſignee for us, and in our ſteads and names to enter and come into and upon all that the ſaid *&c.* and other the Lands aforeſaid; or into ſome part thereof: and then and there (after ſuch entry made, to deliver unto the ſaid I. H. as our very act and deed, the ſaid Indenture of Leaſe above-mentioned: To hold according to the tenour of the ſame Indenture; and further to do and execute all and every ſuch further thing, and other act whatſoever, as ſhall be needfull to be done and performed in that behalf, in as large, ample and effectuall manner as we our ſelves might or could do, if we were perſonally preſent. *In witneſſe, &c.*

The Letter of Atturney.

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A Condition to pay Money within fourteen dayes after, if the Parties bound in an Obligation, pay it not at the day.

THe Condition of this Obligation is ſuch, that whereas W. H. and R. B. by their Obligation, or writing Obligatory, bearing date &c. are and ſtand joyntly and ſeverally bounden unto the within named I. L. in the ſum of &c. with Condition endorſed, for the true payment of &c. on the &c. as by the ſame Obligation with condition endorſed, at large appeareth. Now if the ſaid W. H. and R. B. their Executors, Adminiſtrators and Aſſigns, ſhall make default in payment of the ſaid ſum of &c. on the ſaid &c. in which the ſame ought to be paid, as aforeſaid; then if the within bounden *L. L.* his Heirs Executors Adminiſtrators or Aſſignes, or any of them do within 14 dayes next and immediately enſuing the ſaid &c. well and truely pay, or cauſe to be paid unto the ſaid I. L. his Executors or Aſſignes, the ſum of &c. or ſo much thereof as ſhall be behind and unpaid in or upon the ſaid &c. at or in &c. without fraud or coven, that then this preſent Obligation &c.

An Aſſignment of a Leaſe of partition, wherein three are joynt Leſſors to a third perſon.

THis Indenture made &c. between H. P. of &c. of the one part, and W. C. of &c. on the other part, *witneſſeth*: That *Recitall.* whereas G. M. of &c. and E. his wife, H. B. &c. and H. his wife, and T. P. &c. and M. his wife, in and by their three ſeverall Indentures of Leaſe bearing equall date the &c. for the ſeverall

conſiderations therein mentioned, did demiſe, grant, and to farme-let unto the ſaid H. P. all that their ſaid three ſeverall Third parts, in three parts to be divided, of all that their Meſſuage or Tenement, ſcituate, lying, and being in &c. then, or late in the Tenure or occupation of one R. G. or of his Aſſignee or Aſſignees with all Shops, Sellers, Sollers, Chambers, Rooms, Lights, Eaſments, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three ſeverall Third parts, in three parts to be divided, of and in ſuch goods, wainſcot Implements of houſhold neceſſaries, and things, as were ſpecified and contained in three ſeverall ſchedules or Inventories indented, and to the ſame Indentures annexed; *To have and to hold*, all their ſaid three ſeverall Third parts, in three parts to be divided, of and in the ſaid Meſſuage or Tenement, and all & ſingular the ſaid other demiſed premiſſes, with the appurtenances, and every part and parcell thereof unto the ſaid H.P. his Executors Adminiſtrators and Aſſigns, from the Feaſt day of &c. then next coming after the date of the ſaid ſeverall Indentures of Leaſe unto the end and terme of &c. from thence next enſuing, and fully to be compleat and ended, yeilding and paying therefore yearly during the ſaid term of &c. unto the ſaid G. M. and E. his wife, and to the Heirs and Aſſigns of the ſaid E. &c. and to the ſaid H. B. & H. his wife, and the Heirs and Aſſigns of the ſaid H. &c. and to the ſaid T. P. and M. his wife, and to the Heirs & Aſſignes of the ſaid M. &c. at four of the moſt uſuall Feaſts in the year (that is to ſay) At the Feaſts of &c. by even and equall portions as in and by the ſaid three ſeverall Indentures of Leaſe, amongſt divers other Covenants, Grants, Articles, Agreements, and things therein contained,

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more fully and at large it doth and may appear; Now this Indenture further witneſſeth, that he the ſaid H. P. for, and in conſideration of the ſum &c. to him in hand paid, by the ſaid W. C. before the enſealing and delivery of theſe preſents, whereof he the ſaid H. P. doth acknowledge the Receipt and thereof, and of every part and parcel thereof, doth clearly acquit & diſcharge the ſaid W. C. his Executors, Adminiſtrators and Aſſigns and every of them for ever by theſe preſents Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargaine, ſell, aſſigne and ſet over unto the ſaid W. C. his Executors Adminiſtrators and Aſſignes, as well the ſaid Meſſuage or Tenement and all other the ſaid premiſſes, with the appurtenances, and every part and parcell thereof; as alſo all the Eſtate, Right, Title, Intereſt, Term of years to come, Poſſeſſion, Claime, and Demand whatſoever, which he the ſaid H. P. now hath, may, might, ſhould, or in any wiſe ought have, of, in, or to the ſaid Meſſuage or Tenement and premiſſes, or of, in or to any part or parcell thereof, by force and vertue of the ſaid three ſeverall recited Indentures of Leaſe, or any, or either of them, or otherwiſe howſoever, together with the ſaid three ſeverall Indentures of Leaſe: *To have and to hold*, the ſaid Meſſuage or Tenement, the ſaid ſeverall Indentures of Leaſe, Eſtate, Right, Title, Intereſt, and all & ſingular other the premiſſes before by theſe preſents bargained, & ſold, or mentioned, or intended to be hereby bargained, ſold, aſſigned & ſet over, and every part and parcell thereof, unto the ſaid W. C. his Executors, Adminiſtrators and Aſſignes, for and during all the reſidue yet to come, and unexpired of the ſaid term of &c. in the ſame Indentures

Habend.

of Leaſe granted, in as large and ample manner and form to all intents and purpoſes, as he the ſaid H. P. now hath, may, might, or in any wiſe ought to have, and enjoy the ſame, by force of the ſame Indentures of Leaſe aforeſaid, or otherwiſe howſoever. *And* the ſaid H. P. doth covenant, promiſe & grant for himſelf, his Executors, Adminiſtr. & Aſſigns, & for every of them, to & with the ſaid W. C. his Executors Adminiſtrators & Aſſigns by theſe preſents, in form following (that is to ſay) That he the ſaid W. C. his Executors, Adminiſtrators and Aſſignes, and every of them, under the Rents, covenants, proviſoes and agreements, in the ſaid ſeveral recited, or mentioned Indentures of Leaſe contained, ſhall and may, for and during all the reſt and reſidue now to come, and unexpired of the ſaid terme, in the ſaid ſeverall Indentures of Leaſe granted, lawfully, peaceably and quietly, have, hold, uſe, occupy, poſſeſſe & enjoy the ſaid Meſſuage, or Tenement, and all other the premiſſes, with the appurtenances, and every part and parcell thereof, without the let, trouble, interruption, moleſtation, or contradiction of him the ſaid H. P. his Executors Adminiſtrators or Aſſignes, or of any other perſon or perſons whatſoever, claiming from, by, or under him the ſaid H. P. his Executors or Aſſignes, diſcharged alſo of, and from all, and all manner of former and other bargaines, ſales, grants, ſurrendors, forfeitures, re-entries, cauſe and cauſes of forfeiture and re-entry, rents, arrerages of rents, charges, titles, troubles and incumbrances whatſoever, had made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done by the ſaid H. P. his Executors Adminiſtrators or Aſſignes, or any of them, or by any other perſon or perſons whatſoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title,

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conſent or procurement, the rents, covenants, conditions and agreements, in the ſaid ſeverall recited or mentioned Indentures of Leaſe contained, which from henceforth on the Tenants part and behalf are, or ought to be paid, performed and kept, only excepted, and alwayes fore-prized. *In witneſſe, &c.*

A Condition to pay a ſumme of Money to Children at their ſeverall ages, according to the will by which it was given. The Bond made to the Executor.

THe Condition of this Obligation is ſuch, that whereas the within named A. B. by his laſt Will and Teſtament bearing date &c. did amongſt other Legacies and Bequeſts, give and bequeath to the Children of his late Brother G.B. Deceaſed, to every one of them, that ſhould be living at the time of his Death, to be delivered unto them by equall portions, at their ſeverall ages of one and twenty years, Forty pounds a peice, and to G.B. by name, one of his ſaid Brothers Children, the ſum of Forty pounds over and beſides the ſaid Forty pounds formerly to him given as aforeſaid; And did ordain that the ſaid ſeverall ſums ſo bequeathed to his ſaid Brothers Children, ſhould be delivered to their Mother, his Siſter-in-law, for the uſe and behoof of the ſaid Children, ſhe putting in ſufficient ſecurity to his Executors, for the payment of the ſaid ſums, at their ſeverall ages above mentioned, as by the ſaid laſt Will and Teſtament of the ſaid A.B. may appear, the within named M. E. and G. H. Executors of the ſaid laſt Will and Teſtament of the ſaid A.B. have now paid and delivered unto the within bounden E. W. the Mother of the ſaid Children, the ſum of &c.

for the ſeverall Legacies of ſuch, of the ſame Children as are yet under the age of one and twenty years (that is to ſay) fourſcore pounds for the uſe of the above-named G. B. according to the Bequeſt thereof to him made as aforeſaid, Forty pounds more for the uſe of E. B. Forty pounds more for F. B. and Forty pounds more for A. B. all Children of the ſaid G. B. Deceaſed, to be paid unto them at their ſeverall ages as aboveſaid; if therefore the above bounden E. B. his Heirs, Executors, Adminiſtrators or Aſſignes, or any of them do or ſhall well and truly pay, or cauſe to be paid, unto every of the ſaid Children before named reſpectively (*viz.*) to G. B. E. B. F. B. and A. B. their ſaid ſeverall ſums or Legacies abovementioned, at every of their ſeverall reſpective ages, of twenty one years, according to the effect and true meaning of the ſaid Will, without fraud or coven, That then, &c.

A Condition for payment of Money to a Child when he comes to age, and in the mean time to find it, and bring it up.

THe Condition &c. That if the within bounden T. C. his Heirs, Executors, &c. do well and truly deliver and pay, or cauſe to be delivered and paid, unto T. M. ſon of I. M. late of &c. the ſum of &c. within one moneth next after, that the ſaid T. ſhall attain and come to his full age of twenty one years; And alſo carefully and honeſtly, according to his calling and degree, keep, educate, and bring up the ſaid T. during his non-age, with neceſſary and convenient meat, drink, lodging, learning, & apparell; & if the ſaid T. M. ſhall happen to die & depart this life, before he ſhall attain his ſaid age of

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one and tweniy years, Then if the ſaid T. C. his Executors, &c. do within one year next after the deceaſe of the ſaid T. M. pay, or cauſe to be paid unto the within named &c. his Executors or Aſſigns, to the uſe of the Children of the ſaid I. M. which ſhall be then living, the ſaid ſum of &c. to be equally diſtributed and divided amongſt them. That then &c.

An Aſſignment of a wharf ſtock of wood, coles, Lighters, &c. with a generall releaſe, and covenants for peaceable enjoying, &c.

THis Indenture made the &c. *Between* I, G. of &c. Woodmonger of the one part, And I. C. of &c. in the ſame pariſh and County Woodmonger of the other part: *witneſſeth*, that whereas the ſaid I. G. being on the ſixt day of *Auguſt*, *Anno Dom.* 1637. and in the 13th. Year of his ſaid Majeſties Reign that now is, lawfully poſſeſſed for divers years then to come of and in one Wharf in *Milford* Lane in the pariſh of &c. and of a certain ſtock of Wood and Coles thereupon, and in the Lighters at the ſaid Wharf Namely of 124 Chaldron of Coles valued at one hundred and two pounds two ſhil. and nine pence; forty thouſand of Oaken Billets; at &c. Six Horſes, ſix Carts with their furniture, Cole-ſacks, Lighters, Planks, Cole-meaſures and new and old wheels about the yard valued at &c. All which did amount in the whole to the ſum of three hundred two pounds five ſhillings and nine pence; and did commit unto him the ſaid I. C. the uſe, occupation and managing of the ſaid ſtock of Wood and Coles, and of the ſum of one hundred ninety ſeven pounds fourteen ſhillings and three pence of lawfull money of *England* to be laid out in buying of wood and coles to make up the whole ſtock five hundred and two pounds to be uſed, managed, and

imployed and ſupplied from time to time by him the ſaid I. C. at the ſaid Wharfe for the terme of ſeven years then next enſuing, if the ſaid I. and I. ſhould ſo long live, upon ſuch conditions, covenants and agreements, and in ſuch ſort as were mentioned, expreſſed and contained in certain Articles of agreement indented, bearing date the ſixteenth day of *Auguſt* 1637. in the ſaid thirteenth year of his ſaid Majeſties Reign made between the ſaid I. G. of the one part, and the ſaid *I. C.* of the other part, as in and by the ſaid Articles at large it doth and may appear; And whereas it is agreed, that the Agreement in the ſaid Articles ſhall ceaſe and be determined, and that the ſaid *I. C.* ſhall have, hold, retain and keep the ſaid ſtock of goods and money to his own uſe, in conſideration of the ſumme of *&c.* of lawfull money of *England*, agreed to be ſecured to be paid by the ſaid *I. C.* to the ſaid *I. G.* at certain dayes agreed upon. Now this Indenture therefore *witneſſeth* That the ſaid *I. G.* for the conſideration aforeſaid, Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely grant, bargain, ſell, aſſign and ſet over, unto the ſaid *I. C.* all the ſaid ſtock of goods and money before mentioned, formerly delivered into the hands of the ſaid *I. C.* as aforeſaid; and doth alſo remiſe, releaſe, and for ever quit claim unto the ſaid *I. C.* all actions, accompts, claimes and demands whatſoever, touching or concerning the ſame ſtock of goods and money, or any part thereof; *To have and to hold* the ſaid ſtock of wood, coles, money and other things before mentioned, and every of them unto the ſaid *I. C.* his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe and behoof, and as his and their own proper Goods and Chattels for ever. And the ſaid *I. G.* for himſelf, his Executors and Admi-

miniſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid I. C. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid I. C. his Executors, Adminiſtrators and Aſſigns, ſhall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the ſaid ſtock of goods and money, and the ſame and every part thereof, to diſpoſe and convert to his and their own proper uſe and behoof. without the let, ſuit, trouble, claim or diſturbance of him the ſaid *I. G.* his Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, claiming by, from or under him, them or any of them, or by, or under, or by reaſon of his, their or any of their act or acts, right, title, intereſt, means or procurement &c. *In witnes &c.*

An Aſſignment of a Leaſe of a Meſſuage, divers plats of Ground, with Buttals and Boundals, ſeverall Covenants, &c. with an Exception.

THis Indenture made the *&c.* day of, *&c. Anno Domini*, 1632, and the eight year of the Reign of our Soveraign Lord King *Charles, &c.* Between S. H. of *&c.* Gentleman of the one part: and F. L. of *&c.* Eſquire, of the other part. Whereas Sir *John. T.* late of *&c.* Knight and Baronet, deceaſed; and the late right honourable N. Lord *Tufton*, and Earle of *Thanet*, by the name of Sir T. N. Knight, Son and Heir apparent of the ſaid Sir *John T.* now alſo deceaſed; by their Indenture bearing date the thirtieth day of *May*, in the fifteenth year of the reign of our ſaid Sovereign Lord King *Charles* over *England, &c.* for the conſideration therein expreſſed, did demiſe, grant and to farm-let unto E. W. of, &c. his Executors and Aſſigns, all that the Meſſuage or Tene-

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ment, ſhed and plat of ground, ſcituate lying and being in *Chick-lane*, *&c.* containing by eſtimation one hundred foot in length, from the North to the South; and in bredth forty one foot, from the Eaſt to the Weſt: The Meſſuage or Tenement then in the Tenure of I. W. lying on the Eaſt ſide thereof, and the ſaid *Chick-lane* on the North ſide thereof: And the Meſſuage or Tenement then in the tenure of one R. S. on the Weſt and South ſides thereof: And alſo their part of one Meſſuage or Tenement, or ſhed, and parcel of a Ground lying and being in *Chick-lane* aforeſaid, containing by eſtimation fourſcore and twelve foot in length, and in bredth eighteen foot; the Meſſuage or Tenement then in the tenure or occupation of one A. B. on the weſt ſide thereof; the ſaid *Chick-lane* on the North ſide thereof; and the meſſuage or Tenement, then in the tenure or occupation of one H. S. on the South ſide thereof, and then or late before in the tenure or occupation of the ſaid A. B. his Aſſignee or Aſſignees, and all and ſingular the Meſſuages, Tenements, Houſes, Edifices, Buildings, Rooms, ſhops, Cellers, Sollers and void ground unto the ſaid Meſſuages or Tenements, ſhed and plats of ground before mentioned to be demiſed, belonging or in any wiſe appertaining *To have and to hold* to the ſaid *Edmund Waight*, his Executors, Adminiſtrators and Aſſignes, from the Feaſt of th' Annunciation of the bleſſed Lady S. *Mary* the Virgin laſt paſt, before the date thereof, unto the full end and term of thirty and one years from thence next enſuing, and fully to be compleat and ended: *Yeilding* and paying therefore yearly during the ſaid Term, unto the ſaid Sir I. T. yearly, during his life; and after his deceaſe, to the ſaid right honorable N. Lord T. and Earl of *Thanet*, his Heirs and Aſſigns, the full ſum of eight pounds of lawfull money of *England*,

at

at two of the moſt uſuall Feaſts or Terms in the year: That is to ſay at the Feaſts of S. *Michael* the Archangel, and th' Annunciation of the bleſſed Lady the Virgin *Mary*, by equall portions, as by the ſame Indenture more plainly may appear. And whereas by certain other Indentures bearing date the ſaid thirtieth day of *May*, made between the ſaid Sir *John T.* and the ſaid N. Lord T. and Earl of *Thanet*, by the name of Sir N. T. Knight, on the one part; and the ſaid *E. W.* on the other part: It is covenanted, conditioned and agreed by and between all the ſaid parties: And the ſaid *E. W.* for himſelf, his Executors, Adminiſtrators and Aſſigns, did covenant, promiſe and grant to and with the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. their Heirs & Aſſigns, by the ſaid laſt mentioned Indenture. That the ſaid *E. W.* his Executors, Adminiſtrators and Aſſigns, ſhould well and truly, yearly, during the ſaid Term of one and twenty years, pay or cauſe to be paid to the ſaid Sir I. T. during his naturall life, and after his deceaſe, to the ſaid N. Lord T. and Earl of T. his Heirs and Aſſigns, the full ſum of twenty three pounds of lawfull money *&c.* for and in the name of a fine or income for the ſaid Leaſe at the two Feaſts aforeſaid by equall portions. And whereas alſo the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. by the name of Sir N. T. Knight, have by their Indenture bearing date the ſaid *&c*, day of *May*, for the conſideration therein mentioned, demiſed, granted, and to farm-let unto *I. W.* of *&c.* All that their Meſſuage or Tenement, ſcituate, lying and being in *Chicklane* aforeſaid, late in the tenure or occupation of one *Agnes* W. or her Aſſignee or Aſſignees, containing by eſtimation from the Eaſt to the Weſt, thirty foot in bredth; and in length from the North to the South, threeſcore foot; the Tenement then in the occupa-

tion

tion of the ſaid I. W. lying on the Eaſt ſide thereof; the Tenement then of *Ralph F.* Gentleman, on the Weſt-ſide thereof; the Tenement then in the tenure or occupation of the ſaid *Ralph F.* on the South ſide thereof: and alſo all the Tenement, ſhed or piece of ground lying and being in *Chick lane* aforeſaid, containing by eſtimation one hundred and twenty foot of Aſſize in length, & twenty eight foot in breadth; then, or late before, in the tenure or occupation of the ſaid I. W. or his Aſſignee or Aſſigns: The Tenement then in the tenure or occupation of one I. C. lying on the Eaſt-ſide thereof; and the Tenement then in the tenure of one I. W. on the Weſt-ſide thereof; and the Tenement belonging to S. *Martins* Organs, on the South-ſide thereof; And alſo one other little piece or parcell of ground, ſcituate, lying and being near *Chick-lane* aforeſaid, &c. containing by eſtimation in length nineteen foot, from the Eaſt to the Weſt; and in breadth, from the North to the South, ſixteen foot, late in the tenure or occupation of R. B. or of his Aſſignee or Aſſignees, the Tenement then in the occupation of the ſaid I. W. on the Eaſt-ſide thereof; and the Tenement then in the tenure of the ſaid *Ralph F.* on the Weſt ſide thereof; the Tenement then in the tenure of R. S. and E. W. on the North-ſide thereof; and the Tenement then in the tenure of the ſaid R. F. on the South-ſide thereof; & alſo all and ſingular Houſes, Edifices, Buildings, Stables & Back-ſides, Back-houſes, Shops, Cellers, Sollers &c. unto the ſaid Meſſuage, & ſeverall plats of ground before demiſed, then belonging or appertaining, or to or with the ſaid demiſed premiſſes, then held, uſed, occupied or enjoyned as part, parcel or member of them, or either of them. *To have and to hold* all & ſingular the ſaid demiſed premiſſes, with th'appurtenances, to the ſaid I. W.

his

his Executors, Adminiſt. and Aſſigns, from the Feaſt of th' Annunciation of our bleſſed Lady the Virgin *Mary*, then laſt paſt before the date of the ſaid laſt recited Indenture, unto the full end and term of thirty and one years from thence next enſuing, and fully to be compleat and ended: *Yeilding* and paying therefore yearly, during the ſaid Term, unto the ſaid Sir I. T. during his life; and after his deceaſe, to the ſaid right Honourable N. Lord T. and Earl of T. and his Heirs and Aſſigns, the full ſum of ſix pounds of lawfull money of *England*, at the two Feaſts aforeſaid, by even and equall portions. And whereas by certain other Indentures bearing date the ſaid thirtieth day of *May*, made between the ſaid Sir I. T. & the ſaid N. Lord T. Earl of T. of the one party; and the ſaid I. W. of the other part: It is covenanted, concluded, condeſcended and agreed by and between all the ſaid parties: And the ſaid I. W. for himſelf, his Executors, Adminiſtrators and Aſſigns, did covenant, promiſe and grant to and with the ſaid Sir I. T. and the ſaid N. Lord T. Earl of T. their Heirs and Aſſigns: That the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, ſhould well and truly, yearly, during the ſaid Term of thirty and one years, pay or cauſe to be paid to the ſaid Sir *John T.* during his naturall life: and after his deceaſe, to the ſaid N. Lord T. Earl of T. his Heirs and Aſſigns, the full ſum of ſeventeen pounds of lawfull money of *England*, for and in the name of a fine or income for the ſaid Leaſes, at the two Feaſts aforeſaid, by even and equall portions; as by the ſame ſeverall Leaſes, relation, being unto them had, more at large it doth and may appear: Which ſaid ſeverall Leaſes, Eſtates, and Intereſts of the ſaid E. W. and I. W. of, in and to all, and ſingular the aforeſaid premiſſes, in and by the aforeſaid ſeverall Indentures of Leaſe, demiſed, granted and

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contained, as aforeſaid, were by mean conveyances and ſufficient Aſſurances in the Law, conveyed to *John witherings* Eſquire: And the ſaid I. W. by deed indented under his hand and ſeal, bearing date the &c. ot &c. 5 *Car.* hath conveyed his eſtate, intereſt and term of years in the ſaid premiſſes, unto the ſaid S. for, during and untill all the reſidue of the time then to come and unexpired of the ſaid ſeverall Indentures of Leaſe granted, be fully compleat and ended, as by the ſame conveyances and aſſurances, relation being thereunto had, it doth and may appear. Now this Indenture witneſſeth, That the ſaid S. H. for and in conſideration of the ſum of three hundred and thirty pounds &c. to him in hand, at and before the enſealing and delivery of theſe preſents by the ſaid F. H. well and truly paid, whereof the ſaid S. H. doth acknowledge the receipt; and thereof, and of every part and parcell thereof: doth hereby for ever acquit and diſcharge the ſaid F. H. his Executors and Aſſignes, and every of them: *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely grant, bargain, ſell, aſſign and ſet over unto the ſaid F. H. and M. his Wife, all and ſingular the ſaid premiſſes above mentioned, to be by the aforeſaid Indentures, or any of them, demiſed, letten, or granted, or mentioned, meant or intended to be in and by the ſame demiſed, letten or granted, with their and every of their appurtenances: And all the Meſſuages, Houſes, Edifices and Buildings now ſtanding, erected and built; and all the ſaid Originall Indentures of Demiſe, and all mean conveyances and Aſſignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentioned or intended to be granted in or by the ſaid Indentures, or of any of them: and all the eſtate, intereſt,

interest, right, title, term and terms of years, claim and demand whatsoever, which he the said S. H. now hath yet to come and unexpired of and in the said demised premisses, or any of them. *To have and to hold* all and singular the said demised premisses by these presents mentioned or intended to be granted, assigned or conveyed; and all the said Originall Indentures of demise, and all mean conveyances and assignments thereof, and all the term of years yet to come and unexpired, of and in the said demised premisses, or any of them, unto the said F. H. & M. his Wife, their Executors, Administrators and Assigns, immediatly from and after the making hereof, for and during all the residue of the said severall terms of &c. years therein yet to come and unexpired. And the said S. H. for himself, his Executors & Administrators, and for every of them, doth covenant, promise and grant to and with the said F. H. his Executors, Administrators and Assigns, and to and with every of them by these presents, That he the said S. H hath not before the day of the date hereof, made, done or committed any act or acts, thing or things, Grant, Lease, Estate, or Incumbrance whatsoever; whereby, or by reason whereof, the said Leases, Estates and premisses before herein assigned and set over, or any part or parcell thereof, are or shall be frustrated, avoyded, disturbed or incumbred: Except one Lease made by the said F. H. and S. H. unto R. H. of a Messuage or Tenement, with th' appurtenances, parcell of the premisses aforesaid, now or late in the occupation of I. S. by Indenture dated &c. now last past, for the term of sixteen years, commencing from the Feast &c. at the yearly rent of a Pepper Corn; and except certain Leases in the said Deed from the said I. W. mentioned to be excepted severally and respectively of severall parts and parcels of the said premisses,

before

before the ſaid S. had any eſtate in the premiſſes, or any part thereof, by E. W. to G. W. H. G. and T. R. &c. Upon which Leaſes divers ſeverall Rents are reſpectively reſerved, amounting in the whole to the ſum of ſixty one pounds yearly, or thereabouts: All which Rents ſhall or may be hereafter payable to the ſaid F. H. and M. his Wife, their Executors and Aſſigns, and except all other Leaſes and Eſtates mentioned and excepted in the ſaid Deed, from the ſaid I. W. &c. *In witneſſe &c.*

An Aſſignment of a Leaſe, reciting divers Leaſes, with ſeverall Covenants.

THis Indenture made &c. *Anno Domini*, 1633. Between M. F. of &c. and H. E. of &c. of the one part: and I. W. of &c. and R. H. of &c. of the other part. Whereas the Wardens and Commonalty of the Myſtery of Mercers of the City of *London*, by their Indenture of Leaſe under their Common Seal, bearing date the &c. day of &c. 1614. & in the twelth year of King *James*, *&c.* for the conſideration therein expreſſed, did demiſe, grant, bargain and to farm-let unto the right honourable T. late Earl of *Exeter*, deceaſed, all that their Cloſe or parcel of paſture ground, called or known by the name of &c. containing by eſtimation ten acres, be it more or leſſe, ſcituate, lying any being in &c. which Cloſe abutteth upon the Weſt *&c.* on the Eaſt upon another lane, then or ſometimes called *Stroud-lane*, leading from the *&c.* towards the South, upon a plat called or known by the name of the *Covent Garden*; and towards the North, upon certain lands called the *&c.* and a Garden plat, ſometime in the tenure of W. R. or his Aſſigns: which ſaid Cloſe called O. was ſometime in the tenure of Sir T. C. deceaſed, Father of the

the ſaid Earl, or of his Aſſignes. *To have and to hold* to the ſaid Earl of *Exeter*, his Executors, Adminiſtrators and Aſſignes, the ſaid demiſed Cloſe or parcel of paſture ground, from the Feaſt day of &c. laſt paſt, before the date of the ſame Indenture, unto the full end and term of thirty years from thence next enſuing, and fully to be compleat and ended, at and for the yearly rent of ten pounds payable, as in and by the ſame Indenture of Leaſe more at large it doth and may appear. By force whereof, the ſaid T. Earl of *Exeter* entred into the premiſſes, and was thereof lawfully poſſeſſed accordingly. And whereas the ſaid T. Earl of *E.* (being of the premiſſes ſo poſſeſſed, as aforeſaid) by this Indenture bearing date the nine and twentieth of *October*, 1615. and in the &c. year of his ſaid Majeſties reign, for the conſideration therein expreſſed, did grant, aſſign, & ſet over all his eſtate and intereſt in the premiſſes, unto Sir W. S. of &c. Knight, his Executors and Aſſigns: as by the ſame Indenture of Leaſe more at large appeareth. And whereas alſo the ſaid Sir W. B. by his Indenture of Leaſe bearing date the fifteenth day of *February*, *Anno Domini*, 1625. and in the &c. year of his ſaid late Majeſties reign, for the conſiderations therein expreſſed, did demiſe, grant and to farm-let unto *C. Cundall* of &c. All that piece of ground, parcell of the ſaid Cloſe or paſture, called and known by the name of *E. alias*, &c. containing in breadth throughout the whole length, twenty foot of aſſize &c. or thereabouts, adjoyning to *&c.* Together with free ingreſſe, egreſſe, regreſſe, way and paſſage to and for the ſaid *C.* his Executors and Adminiſtrators, and to and for his and their Friends, Servants and Aſſigns, with Horſes, Carts and Carriages, or without at their wils and pleaſures, into & from the ſaid demiſed premiſſes, at all fit and convenient times, in, by

and through the ſaid wayes ſet forth, or hereafter to be ſet forth by the ſaid Sir W. S. his Executors, Adminiſtrators or Aſſigns, in or upon the ſame Cloſe. *To have and to hold* the ſaid parcel of ground, and other the before demiſed premiſſes, with the appurtenances, to the ſaid *C. Cundall*, his Executors, Adminiſtrators and Aſſigns, from &c. next enſuing the date of the ſame Indenture, unto the full end and term of twenty and eight years from thence next enſuing, and fully to be compleat and ended. *Yeilding* and paying therefore yearly, during the ſaid term of eight and twenty years, unto the ſaid Sir W. S. his Executors, Adminiſtrators and Aſſigns, the ſum of four hundred pounds of &c. at the Feaſt of &c. as in and by the ſame Indenture of Leaſe, amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more at large alſo it doth and may appear. By force whereof the ſaid *C. Cundall* entred into the ſaid parcel of ground, with th' appurtenances, and was thereof lawfully poſſeſsed accordingly: The eſtate and intereſt of which ſaid *C. Cundall*, of, in and to the ſame premiſses, did afterwards lawfully come to the hands and poſſeſſion of the ſaid I. W. And the ſaid I. W. did erect and ſet up certain Tenements, Sheds and Edifices, in and upon the ſame parcel of ground ſo demiſed, to the ſaid *C. Cundall*, as aforeſaid. And whereas alſo the ſaid Sir W. S. by his Indenture bearing date the &c. laſt paſt. for the conſideration therein expreſsed, did grant, bargain, ſell, aſſign and ſet over all his eſtate, right, title, intereſt, reverſion, claim and demand of, into and out of the ſaid Cloſe or parcel of paſture ground, called, *Elinsfield, alias*, Long acre, with the appurtenances, unto the ſaid H. E. his Executors and Aſſigns, for and during all the reſt and reſidue of the aforeſaid term of thirty years then to come and unexpired; as

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in and by the ſame Indenture, relation being thereunto had, more at large it doth and may appear; Which Aſſignment to the ſaid H. E. was in truſt for the uſe and behoof of the ſaid M. F. his Executors, Adminiſtrators and Aſſignes. Now this Indenture witneſſeth, That the ſaid M. F. and H. E. for and in conſideration of the ſum of &c. to the ſaid M. F. by the ſaid I. W. at and before th' enſealing and delivery of theſe preſents, well and truly paid: the receipt whereof the ſaid M. F. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and diſcharge the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, and every of them; Have granted, bargained, alienedſold, aſsigned and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſsign and ſet over unto the ſaid R. H. by and with the conſent and direction of the ſaid I. W. all that their and every of their reverſion and reverſions of and in the ſaid parcel of ground, demiſed by the ſaid Sir W. S. to the ſaid *C. Cundall*, as aforeſaid, and of and in all Houſes, Edifices and Buildings, erected, ſtanding or being in or upon the ſame parcel of ground, or any part thereof; and the ſaid yearly rent of four pounds reſerved due and payable for the ſame premiſſes, and all other rents, iſſues and profits of the ſaid premiſſes: and alſo all the eſtate, right, title, intereſt, property, reverſion, claim and demand whatſoever, which they the ſaid M. F. and H. E. or either of them, now have, or hath, or may, might or ought to have, claim and demand of, into or out of the ſaid parcel of Ground, Houſes, Edifices and Buildings aforeſaid, or any of them; or of, into or out of any part or parcel thereof: together alſo with the counterpart of the ſaid Leaſe, made by the ſaid Sir W. S. to the ſaid *C. Cundall*, as aforeſaid. *To have and to hold* the ſaid parcel of

Ground, Houſes, Edifices, Buildings, Reverſion, Rents, and all other the premiſſes before in and by theſe preſents granted, bargained, ſold, aſſigned or ſet over, and every part and parcell thereof, with their and every of their appurtenances, unto the ſaid R. H. his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the reſt and reſidue of the foreſaid 30 years yet to come and unexpired. And the ſaid M. F. for himſelf, his Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid R. H. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, in manner and form following: that is to ſay, that it ſhall and may be lawfull to and for the ſaid R. H. his Executors, Adminiſtrators and Aſſigns, and every of them from time to time, and at all times hereafter, for and during the reſt and reſidue of the ſaid term of 30 years yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid parcell of Ground, Houſes, Edifices and Buildings, And the rents, iſſues and profits thereof, ſhall or may have, receive, take and convert to his and their own proper uſe and behoof, without the lawfull let, ſuit, trouble, eviction, diſturbance or interruption of them the ſaid M. F. or H. E. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully having or claiming or which ſhall lawfully have or claim, any lawful eſtate, right, title or intereſt of, in, to or out of the ſaid premiſſes, or any part thereof, by, from or under them or either of them, or by reaſon of their act or acts, right, title, means or procurement, other then ſuch as ſhall claim by force of the ſaid Leaſe made to the ſaid *C. Cundall*, and alſo free and clear, and freely and cleerly acquitted, exonerated and diſcharged by the ſaid M. F.

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his Executors or Adminiſtrators, or ſome or one of them from time to time, and at all times, during the reſidue of the ſaid term of 30 years yet to come and unexpired, and well and ſufficiently ſaved and kept harmleſſe, of, for, from, touching and concerning the ſaid yearly rent of ten pounds, reſerved upon the ſaid Originall Leaſe, and by & from the ſaid Wardens and Commonalty of the Myſtery of Mercers, to the ſaid Earl of *Exeter*, as aforeſaid; as alſo free of all Incumbrances had, made, committed, ſuffered or done by them the ſaid M. F. and H. E. and either of them, their Executors, or Adminiſtrators, or any of them, by their or any of their act or acts, default, means or procurement. *And* the ſaid H. E. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid &c. his Executors, &c. and to and with every of them by theſe preſents, That it ſhall and may be lawfull to and for the ſaid R. H. his Executors, Adminiſtrators and Aſſignes, and every of them, from time to time, and at all times hereafter for and during the reſt and reſidue of the ſaid term of 30 years yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſſe and enjoy, the ſaid parcell of Ground, Houſes, Edifices, Buildings, Rents, Reverſions, & all other the premiſſes before, in & by theſe preſents granted, bargained, ſold, aſſigned and ſet over, and every part and parcell thereof, with their and every of their appurtenances, without the let, ſuit, trouble, eviction diſturbance or interruption of him the ſaid H. E. his Executors, Adminiſtrators or Aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming, or which ſhall or may lawfully claim, by, from or under him, them or any of them; or by, from or under, or by reaſon of his, their or any of their act or acts, right, title, intereſt, means or procurement *In witneſſe, &c.*

A Leaſe of divers Lands, &c. with a Covenant to pay Heriots upon Deaths, &c. with many other ſubſtantiall Covenants.

THis Indenture made the &c. Between Sir *H. Oneil*, of &c. Knight of the one part: and G. R. of &c. Gentleman of the other part Witneſſeth, That the ſaid Sir *H. Oneil*, as well for & in conſideration of a certain ſum of money to him in hand paid, as alſo for divers other good cauſes and conſiderations him thereunto moving, Hath demiſed; granted, bargained, ſold and to farm-letten, and by theſe preſents doth demiſe, grant, bargaine, ſell and to farm-let unto the ſaid G. R. all thoſe four Town or Town-lands, commonly called, or known, or reputed to be known by the ſeverall names of *Caſhall* K. E. F. &c. ſcituate and being within the Mannor of &c. in the County of &c. according as the ſame are bounded, meated and abutted, by and with the ancient metes and bounds thereof; and as the ſaid Towns or Townſhips, and every or any of them, have been enjoyed by the ſaid Sir *H. Oneil*, or any other his Farmours, Leaſſees or Vnder-tenants, and now or late in the reſpective tenures, poſſeſſions or occupations of the ſaid Sir *H. Oneil*, or the Vnder-tenants, Farmours, Leaſſes or Aſſignes of him the ſaid Sir *H. Oneil*: Together with all and all manner of Houſes, Edifices, Buildings, Orchards, Gardens, Yards, Lands, Meadows, Paſtures, Waies, Waters, Water-courſes, Commons, Profits, Eaſments, Commodities, Emoluments and Hereditaments whatſoever, to the ſaid four Towns or Town-lands, them or any of them belonging or in any wiſe appertaining, or with them or any of them, uſed occupied or enjoyed: And all rents, and yearly profits, and other duties and ſervi-

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ces reſerved or payable upon or by reaſon of any Leaſe or Leaſes, Demiſes or Grants heretofore to any perſon or perſons, covenanted or made of the premiſſes or of any part or parcell thereof; and the Reverſion and Reverſions of the ſaid four Towns or Townlands, and every of them, and of all and every the before demiſed premiſſes, depending or expectant or remaining upon any Demiſes, Leaſes or Grants, now in being, or at any time pretended to be, of the ſaid premiſſes, or any part thereof, for term of life or lives, or for term of years, or otherwiſe howſoever. *Except* and alwaies reſerved out of this preſent Demiſe and Grant of the ſaid demiſed premiſſes, unto the ſaid Sir *H. Oneil*, his Heirs and Aſſigns, all Timber trees, Woods and Vnderwoods, now growing, ſtanding or being, or hereafter to grow, ſtand or be in or upon the ſaid Towns or Town-lands, or in or upon any part or parcel thereof: Together with all Felons Goods, Waifs, Eſtraies, Mines, Minerals, Priviledges, Royalties and Franchiſes whatſoever, to the ſaid Towns or Town-lands, or any of them belonging or in any wiſe appertaining: And together alſo with free ingreſſe, egreſſe and regreſſe for taking, having, digging receiving, ſelling, rooting and carrying away the ſaid Timber trees, Woods and Vnder-woods, or the Royalties, priviledges and Freedoms aforeſaid. *To have and to hold* the ſaid Towns and Town-lands before mentioned, and all other the premiſſes, before, in or by theſe preſents demiſed and granted, bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, and the reverſion and reverſions, rents and yearly profits of the ſame, and of every part and parcell thereof, unto the ſaid G. R. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of *All Saints* laſt paſt, before the date of theſe

preſents, unto the full end and term of ninety and nine years from thenceforth next enſuing, and fully to be compleat and ended: *Yeilding* and paying therefore yearly, and for every year during the ſaid term unto the ſaid Sir *H. Oneil*, his Heirs and Aſſigns, the yearly rent or ſum of &c. of currant money of *England*, at the Feaſts of *Philip* and *Jacob*, and *All Saints*, by even and equall portions, or within one and twenty days next after any of the ſaid Feaſts. And if it ſhal happen the ſaid yearly rent to be behind & unpaid in part or in all, contrary to the reſervation aforeſaid; and no ſufficient diſtreſſe can or may be found and taken in and upon the ſaid demiſed premiſſes (A demand thereof being by the ſaid Sir *H. Oneil*, his Heirs or Aſſigns firſt made) That then, and from thenceforth, it ſhall and may be lawfull to and for the Sir *H. Oneil*, his Heirs or Aſſignes, or any of them, into the ſaid four Towns or Town lands, and all and ſingular the aforeſaid demiſed premiſſes, with the appurtenances, or into any part or parcell thereof, in the name of the whole to re-enter, and the ſame to claim, have again, enjoy and re-poſſeſſe, as in his and their firſt and former eſtate; any thing in theſe preſent Indentures contained to the contrary in any wiſe notwithſtanding. And the ſaid G.R. for himſelf, his Heirs, Executors, Adminiſtrators & Aſſigns, & for every of them, doth covenant promiſe and grant to & with the ſaid Sir *H. Oneil*, his Executors, Adminiſtrators & Aſſigns, and to & with every of them by theſe preſents, in manner and form following: (That is to ſay, that he the ſaid G.R. his Executors &c. ſhal & wil within the ſpace of ten years next enſuing the date of theſe preſents, at his or their own proper coſts and charges, erect, new build and ſet up in and upon ſome con-

A Covenaut for new building three Meſſuages on the demiſed premiſſes.

convenient part of the premiſſes by theſe preſent demiſed, three Meſſuages, Tenements or Houſes fit & convenient for habitation, to be ſo erected of Timber, Stone or Brick, according to the moſt uſuall manner of building now uſed within the Realm of *England*; and the ſame being thus built, ſhall from time to time, and at all times during the aforeſaid Term of &c. years, keep and well maintain in good repair: And ſhall and will likewiſe from time to time, during the ſaid Term, well and ſufficiently repair, amend, maintain & keep all the Houſes, Edifices, Hedges, Ditches, Fences and Encloſures, in and about the ſaid demiſed premiſſes, or any part thereof, in good and ſufficient reparations, and the ſaid demiſed premiſſes, and every part thereof, being ſo wel & ſufficiently repaired, maintained, hedged, fenced, ditched & amended in the end of the ſaid Term, ſhall & will quietly leave and yeild up unto the ſaid Sir *H. Oneil*, his Executors, Adminiſtrators and Aſſigns. *And* that the ſaid G. R. his Executors, Adminiſtrators and Aſſigns, and his and their Undertenants, ſhall and will from time to time, during the ſaid Term, grind all their ſeverall kind of Grain whatſoever, that they or any of them ſhall expend in and upon the demiſed premiſſes, or any part thereof, at the Mill or Mils of him the ſaid Sir *H. Oneil.* And the ſaid G. R. for himſelf, his Executors, Adminiſtrators and Aſſignes, and for every of them, doth further covenant, promiſe and grant to and with the ſaid Sir *H. Oneil*, his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid G. R. his Executors Adminiſtrators or Aſſignes, ſhall or will well and truly pay or cauſe to be paid unto the ſaid Sir *H. Oneil*, his Heirs or Aſſigns, ſuch ſeverall and reſpective Heriots for the ſaid demiſed premiſſes as are hereafter in theſe preſents mentioned and

A Covenant to pay Heriots.

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expreſſed: That is to ſay, upon the death of the ſaid G. R. his Executors or Adminiſtrators dying Tenant in poſſeſſion of the ſaid premiſſes, or any part thereof, his or their beſt Beaſt in the name of an Heriot: And upon the deceaſe of every of his or their Leaſſee, Farmour or Vnder tenant of the ſaid premiſſes, or any part thereof, one half of the Value of the price of his or their beſt Beaſt, in full lieu and ſatisfaction for the whole Heriot. And the ſaid Sir *H. Oneil* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid G. R. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That it ſhall & may be lawfull to and for the ſaid G. *R*. his Executors, Adminiſtrators and Aſſigns, and his and their Leaſſees, Farmours and Vnder-tenants, from time to time, and at all times hereafter during the ſaid Term, to have and take in and upon the ſaid demiſed premiſſes, competent and ſufficient houſe-boot, plough-boot, cart-boot, hedge-boot and fire-boot to be ſpent, expended and imployed in, about and upon the ſame premiſſes, and not elſwhere. And the ſaid Sir *H. Oneil* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth further covenant, promiſe and grant to and with the ſaid G. R. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents in manner and form following: That is to ſay, That the ſaid Sir *H. Oneil* is and ſtandeth lawfully ſeized of and in the ſaid four Towns, Town lands or Town-ſhips before mentioned in theſe preſents; and of and in all other the demiſed premiſſes, with their appurtenances, of ſuch good, perfect and lawfull eſtate of inheritance in Fee-ſimple, as that he the ſaid Sir *H. Oneil* hath in himſelf, good right, full power and lawfull Authority hereby to demiſe, grant, bargain, ſell and to farm-

farm-let the ſaid four Towns or Town-lands before mentioned, and all other the premiſſes aforeſaid, with their and every of their appurtenances, unto the ſaid G. *R.* his Executors, Adminiſtrators and Aſſigns, for ſuch term of years, and in ſuch manner and form, as is herein before mentioned and expreſſed: And for the further and better ſecuring and confirming of the ſaid four Towns or Town lands, and other the premiſſes, with the appurtenances, unto the ſaid G. *R.* his Executors, Adminiſtrators and Aſſigns, for and during the Term aforeſaid, and in manner and form as is aforeſaid, according to the true intent and meaning of theſe preſents. The ſaid Sir *H. Oneil* for himſelf, his Executors, Adminiſtrators and Aſſigns, and every of them doth covenant and grant to and with the ſaid G. *R.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, That the ſaid G. *R.* his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall or lawfully may from time to time, and at all times hereafter during the ſaid Term, by theſe preſents granted, peaceably and quietly have, hold, occupy, poſſeſſe and enjoy well and truly the ſaid four Towns or Town-lands without any moleſtation or hindrance wrought by the ſaid Sir *H. Oneil*, or any claiming by, from or under him; and alſo ſhall and may take, receive and perceive all rents and all other profits of the ſaid four Towns or Town-lands, and all other the premiſſes before, in or by theſe preſents granted, bargained, ſold and to farm-letten, or mentioned, agreed or intended to be hereby granted, bargained, ſold and to farm-letten, and every part and parcel thereof, with their and every of their appurtenances; under the rents, covenants and agreements in theſe preſents reſerved, mentioned and contained, without the lawfull let, ſuit, trouble, eviction, moleſtation, or interruption

ruption of the ſaid Sir H. *Oneil*, and the Lady M. his Wife, and of the Heirs or Aſſigns, of the ſaid Sir H. *Oneil*, or of any of them or of any other perſon or perſons whatſoever, lawfully claiming or which ſhall claim by, from or under him, her, them or any of them, free and cleer, and freely and clearly acquitted, exonerated and diſcharged, or well and ſufficiently ſaved and kept harmleſſe, of, for from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Eſtates for Years, Statutes Merchant and of the Staple Recognizances, Judgments, Executions, Annuities, Rents, Charges, Rents ſeck and all other charges, titles, troubles and incumbrances whatſoever: heretofore had, made, committed, ſuffered, done or aſſented unto by the ſaid Sir H. *Oneil* (except the yearly rent herein before reſerved) *In witneſſe, &c.*

A Joynture with divers Limitations, &c. with a Proviſo for Revocation.

THis Indenture made the &c. Between V. W. of &c. Eſquire, and F. his Wife, formerly the Wife of G. A. Eſquire, deceaſed, of the one part: And A. B. of &c. Eſquire, I. P. of &c. Gentleman, and I. G. of &c. Merchant, on the other part: *witneſſeth*, That the ſaid V. W. as well for and in conſideration of a Marriage heretofore had and ſolemnized by and between the ſaid V. W. and the ſaid F. his now Wife, and for ſetling of a competent Joynture for the ſaid F. if ſhe ſhall happen to ſurvive the ſaid V. W. and for the ſetling, aſſuring and conveying of all and ſingular the Mannors, Lands, Tenements and Hereditaments, hereafter in theſe preſents mentioned, with their and every of their appurtenances, in the name and bloud of the ſaid V. W. for ſo long time

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as it ſhall pleaſe Almighty God, and to the ſeverall uſes, intents and purpoſes, and in ſuch manner and form as hereafter in and by theſe preſents is expreſſed, mentioned and declared according to and in purſuit of a certain agreement made between the ſaid V. W. and F. before their ſaid inter-marriage. And alſo for divers other good and valuable conſiderations him thereunto eſpecially moving, Hath granted, alienes, infeoffed, releaſed and confirmed, and by theſe preſents doth grant, alien, infeoffe, releaſe and confirm unto the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, all that the Mannour of S. M. with all and ſingular the rights, members and appurtenances whatſoever thereunto belonging, or in any wiſe appertaining, ſcituate and being in the ſaid County of H. And alſo all and ſingular the Meſſuages, Lands, Tenements, Toſts, Crofts, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Mils, Orchards, Gardens, Meadows, Leaſoes, Paſtures, Cloſes, Feedings, Parks, Warrens, Commons, Waters, Fiſhings, Ponds, Pools, Moors, Mariſhes, Woods, Under-woods, Furzes, Heaths, Waſts, Rents, Reverſions, Services, Views of Franke, Pledge, Courts, Barons, Perquiſits, and profits, of Leets and Courts, Waifes, Eſtraies, Felons, Goods, Goods of Fugitives and Out laws, Tiths, Oblations, Obventions, Royalties, Priviledges, Juriſdictions, Preheminences and Hereditaments whatſoever of him the ſaid V. W. ſcituate, lying and being renewing, growing or coming in S. M. aforeſaid, or elſewhere in the ſaid County of H. And alſo all that the Advowſon, Donation, Nomination, Preſentation, free Diſpoſition, and right of Patronage of the Pariſh Church of S. M. aforeſaid: And all and every the Profits, Commodities, Emoluments and other Hereditaments whatſoever, with all and ſingular the appurtenances of him the ſaid V. W. ſcituate, lying

and

and being coming, growing, ariſing and renewing within the Town, Fields, Pariſh, Hamlets and Territories of S. M. aforeſaid, or elſewhere within the ſaid County of H. and all the eſtate, right, title, intereſt property, claim and demand whatſoever of him the ſaid V. W. of, in and to the ſame Mannor, Meſſuages, Tenements, Hereditaments, and other the premiſſes, and every part and parcel thereof: and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reſerved, due and payable, or any part thereof. All which premiſſes were by the ſaid V. W. bargained and leaſed to the ſaid A. B. I. P. and I. G. their Executors and Aſſigns, by Indenture bearing date &c. for the term of three moneths next enſuing the making of the ſaid Indenture, as in and by the ſame Indenture, reference being thereunto had, may more fully and at large appear. *To have and to hold* the ſaid Mannor of S. M. with the appurtenances, and all and ſingular the ſaid Meſſuages, Toſts, Croſts, Lands, Tenements, and the ſaid Advowſon and right of Patronage of the Pariſh Church of S. M. aforeſaid, and every the profits and emoluments thereby ariſing and renewing, and all and ſingular other the premiſſes hereby conveyed and aſſured, or meant, mentioned or intented to be by theſe preſents conveyed and aſſured, with their and every of their rights, members and appurtenances, and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, unto the ſaid A. B. I. P. and I. G. and their Heirs and Aſſigns to the ſeverall uſes, intents and purpoſes, and upon the truſt and confidence, and under the ſeverall proviſions, conditions and limitations hereafter, in and by theſe preſents expreſſed, limited and declared, and to and for none other uſe, intent or purpoſe whatſoever:

(That

(That is to ſay) as for and concern'ng all the Farm, Meſſuage or Tenement, commonly called or known by the name of *Couſin* Farm, and all and every the Houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards and Lands errable Meadow and Paſture, containing by eſtimation one hundred acres, be the ſame more or leſſe, to the ſaid Meſſuage, Farm or Tenement belonging or in any wiſe appertaining; with the appurtenances, ſcituate, lying and being in S. M. aforeſaid, and now or late in the poſſeſſion or occupation of the ſaid A. B. or his Aſſigns: And all the Farm, Meſſuage or Tenement in S. M. aforeſaid: together with all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, errable Lands, containing by eſtimation ſixty acres, be the ſame more or leſſe, and all Cloſes, Meadows, Paſtures, & Hereditaments to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining, with th' apurtenances now or late in the tenure or occupation of the ſaid A. B. or his Aſſigns: And alſo all that Meſſuage or Tenement, Houſes, Buildings, Barns, Stables, Orchards, Gardens, errable Lands, containing by eſtimation a hundred acres, be the ſame more or leſſe, Cloſes, Meadows, Paſtures, Lands, Tenements and Hereditaments to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining, ſcituate, lying and being in S. M. aforeſaid, with the appurtenances heretofore in the tenure or occupation of C. D. and now or late in the tenure or occupation of T. W. or his Aſſigns; and all thoſe errable Lands, containing by eſtimation thirty acres, be the ſame more or leſſe, and all thoſe Cloſes, Meadows, Paſtures, Lands, Tenements and Hereditaments, with their and every of their appurtenances, ſcituate and being in S. M. aforeſaid, now or late in the occupation of &c. or his Aſſigns: And alſo all thoſe twenty acres of errable

rable Land, Meadow or Paſture in S. M. aforeſaid, now or late in the tenure or occupation of W. H. or his Aſſigns: Together with all and ſingular Ways, Eaſments, Commons, Common of Paſture, Profits and Commodities whatſoever to the ſaid premiſſes, or any part thereof, belonging or appertaining, or therewith uſed or enjoyed, or accepted, reputed or taken as part, parcell or member thereof, with their and every of their appurtenances, To the uſe and behoof of the ſaid V. W. for and during the term of his naturall life, without impeachment of or for any manner of ſtrip or waſt; And from and after his deceaſe, to the uſe and behoof of the ſaid F. for and during the term of her naturall life, for her Joynture, and in lieu and recompence of her Dower and title of Dower, and from and after the ſeverall deceaſes of them the ſaid V. W. and F. his Wife, then to the uſe and behoof of the firſt Son of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten: and of the Heirs males of the body of ſuch firſt Son lawfully to be begotten; and for default of ſuch iſſue, then to the uſe and behoof of the ſecond Son of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten; and of the Heirs males of the body of ſuch ſecond Son lawfully to be begotten: And for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and every other Son on the body of the ſaid F. lawfully begotten, or to be begotten; and of the Heirs males of the body of every ſuch to be begotten Son lawfully to be begotten, the elder Son, and the Heirs males of his body being alwayes preferred before the yonger Son, and the Heirs males of his body, according to the ſeniority and priority of birth and age; and for default of ſuch iſſue then, as for and concerning

ning all and ſingular the premiſſes hereby limited and appointed to and for the Joynture and livelyhood of the ſaid F. with their and every of their appurtenances; and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, to the uſe and behoof of the ſaid A. B. I. P. and I. G. and their Aſſigns, for and during the term of their naturall lives, and the life of the longeſt liver of them, and from and after their deceaſe, and the deceaſe of the ſurvivor of them, To the uſe and behoof of the Executors, Adminiſtrators and Aſſigns of the ſurvivor or ſurvivors of them the ſaid A.B. I.P. and I. G. for and during, and unto the full end and term of ſixty years from thence next enſuing, and fully to be compleat and ended, upon truſt and confidence, and to the uſes, intents and purpoſes hereafter in and by theſe preſents limited, expreſſed and declared: (That is to ſay) from and after the deceaſe of them the ſaid A. B. I. P. and I. G. and of the ſurvivor of them, and from and after the end, expiration and other determination of the ſaid Term of threeſcore years, as aforeſaid, then as for and concerning the reverſion and reverſions, remainder and remainders of the ſaid Meſſuage, Lands, Tenements and Premiſſes ſo limited, for lives and years aforeſaid, And as for and concerning all that the Manner of S. M. aforeſaid, Mannor-houſe or Capitall Meſſuage, and all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements and Hereditaments, commonly called or known by the name of the Demeaſne Lands of the Mannor of S. M. aforeſaid, ſcituate, lying and being encloſed and environed with a ring hedge, near about the ſaid capitall Meſſuage, and for and concerning all other the Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements

and Hereditaments, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders thereof, whereof no eſtate, uſe or uſes, is or are herein formerly limited and declared: To the uſe and behoof of the ſaid V. W. and his Aſſigns, for and during the term of his naturall life, without impeachment of or for any manner of ſtrip or waſt; and from and after his deceaſe, to the uſe and behoof of ſuch perſon and perſons, for ſuch eſtate and eſtates, and for ſuch uſe and uſes, and in ſuch ſort, manner and form, as the ſaid V. W. by any his Deed or Deeds in writing, indented, ſealed, delivered and executed in the preſence of three credible witneſſes at the leaſt, ſhall declare, limit and appoint, and untill ſuch declaration, limitation or appointment then to the uſe and behoof of G. W. eldeſt Son of the body of the ſaid V. W. and of the Heirs males of the body of the ſaid G. W. lawfully begotten or to be begotten; and for default of ſuch iſſue, then to the uſe and behoof of R. W. ſecond Son of the body of the ſaid V. W. begotten, and of the Heirs males of the body of the ſaid R. W. lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and every other Son of the body of the ſaid V. W. lawfully begotten or to be begotten, and of the Heirs males of the body of every ſuch to be begotten Son, lawfully to be begotten the elder Son; and the Heirs males of his body to take place, and be preferred according to their ſeniority and priority of birth and age; and for default of ſuch iſſue, to the uſe and behoof of the Heirs of the ſaid V. W. lawfully begotten or to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the right Heirs of the ſaid V. W. for ever. And the true intent and meaning of theſe preſents, and of all the parties hereunto upon the execu-

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tion of theſe preſents is, and the ſpeciall truſt and confidence in them the ſaid A. B. I. P. and I. G. their Executors, Adminiſtrators and Aſſigns hereby repoſed, is hereby declared and agreed to be, That if in caſe the ſaid V. W. ſhall depart this life, having no iſſue male of his body upon the body of the ſaid F. lawfully begotten, or without leaving the ſaid F. with child of a Son, who hereafter ſhall be born alive; and having at the time of his deceaſe, one, two or more Daughters of his body on the body of the ſaid F. lawfully begotten, then living; or if there be one only Daughter, if ſhe be not preferred in marriage with eight thouſand pound portion; or if there be two ſuch Daughters, and if they be not ſeverally preferred in marriage with one thouſand pound a piece; or if there be three ſuch Daughters, if they be not preferred in marriage, with portions of one thouſand marks apiece, as is hereafter, mentioned: Or if the ſaid V. W. leaving the ſaid F. with child of one or more Daughter or Daughters, who ſhall after be born alive; that then the ſaid A. B. I. P. and I. G. the ſurvivor and ſurvivors of them, his and their Executors, Adminiſtrators and Aſſigns, out of the rents, iſſues and profits of the ſaid Meſſuages, Cottages, Cloſes, Paſtures, Meadows, Tenements, Hereditaments and other the premiſſes with th' appurtenances ſo to them limited and appointed for lives and years as aforeſaid, ſhall raiſe and levy as ſoon as conveniently may be for the portion of ſuch Daughter, if there be but one, the ſum of two thouſand pound of lawfully &c. to be paid to ſuch only Daughter, her Executors and Aſſignes, at her age of eighten yeares, or day of marriage, which ſhall firſt happen or as ſoon as the ſaid ſum of two thouſand pounds can be raiſed: And if there ſhall be two ſuch Daughters, the ſumme of one thouſand pound apiece: Or if there be three Daughters,

then for the portions of the three Daughters the ſum of one thouſand marks a piece of currant &c. to be paid to them, their Executors and Aſſigns ſeverally and reſpectively, at their ſeverall and reſpective ages of eighteen years, or dayes of marriage, which ſhall firſt happen, or as ſoon as the ſame can be conveniently raiſed: And upon this further truſt and confidence, and to the intent and purpoſe, that if it ſhall happen the ſaid V. W. die, leaving one only Daughter, or two or three Daughters of his body on the body of the ſaid F. begotten, then living or afterwards to be born as aforeſaid. And that the ſaid only Daughter ſhall happen to depart this life before ſhe accompliſh her age of eighteen years, or day of Marriage, or if there fortune to be two or more Daughters, then if both or all the ſaid Daughters die or depart this life before either or any of them accompliſh their ſeverall ages of eighteen years, or be married, as aforeſaid, then the ſaid ſeverall ſums of money intended for the portions and advancements of ſuch Daughter or Daughters as aforeſaid, or ſo much thereof as ſhall be raiſed or levied out of the rents, iſſues and profits of all or any the premiſſes (all charges and expences being defrayed, wherein full and liberall allowance ſhall be made and given) ſhall be ſatisfied and paid to ſuch perſon or perſons as the ſaid V. W. his Heirs or Aſſignes by any writing under his or their hand ſubſcribed in the preſence of two or more credible witneſſes, ſhall limit and appoint. And in default of ſuch limitation and appointment to the Executors or Adminiſtrators of the ſaid V. W. and his Heirs: And upon this further truſt and confidence, and to the intent and purpoſe that the ſaid A. B. I. P. and I. G. and the ſurvivors and ſurvivor of them, his and their Executors and Aſſigns, ſhall out of the rents, iſſues and profits of the ſaid Meſſuages, Cottages, Lands, Tenements,

ments, Hereditaments and premiſſes ſo to them limited for raiſing of portions, as aforeſaid, with their and every of their appurtenances, levy and pay, or cauſe to be levyed and paid to and for the maintenance of ſuch Daughter and Daughters, as aforeſaid, if there be but one only Daughter, the ſum of 50. l. *per annum*; and if there be two or three Daughters, the ſum of 30 l. *per annum* apiece untill ſuch Daughter or Daughters reſpectively ſhall attain to her or their age of eighteen years, or ſhall be married, and her or their portions paid, as aforeſaid. *Provided* alwayes, and it is the true intent and meaning of all the ſaid parties to theſe preſents, That if the ſaid V. W. ſhall happen to depart this life without any iſſue female of his body upon the body of the ſaid F. begotten, or without leaving the ſaid F. with child of one or more Daughters that ſhall be after born alive, That then the eſtate and eſtates ſo limited, as aforeſaid, to the ſaid A. B. I. P. and I. G. for their lives; and after their deceaſes, to their Executors and Adminiſtrators for ſixty years, ſhall ceaſe, determine and be utterly void. *Provided* alſo, that from and immediatly after ſuch time as the aforeſaid A. B. I. P. and I. G. their Executors and Aſſigns, ſhall or might have limited and raiſed the ſaid ſeverall ſums for portions, and preſent maintenance of ſuch Daughter and Daughters as aforeſaid, that the ſaid eſtates for lives and years limited to them in truſt as aforeſaid, ſhall ceaſe, determine and be utterly void; and the ſaid Meſſuages, Cottages, Lands and Tenements, and all and ſingular other the premiſſes ſo to them limited as aforeſaid in truſt, ſhall immediatly, go and be to ſuch perſon and perſons to whom the reverſions or remainder of the ſaid Meſſuages, Lands and premiſſes ſhall belong and appertain. And the ſaid V. W. for himſelf, his Heirs, Executors, Adminiſtrators & Aſſigns,

and every of them, doth covenant, grant and agree to and with the ſaid A. B. I. P. and I. G. their Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, that the ſaid Meſſuages, Cottages, Cloſes, Meadows, Paſtures, Tenements and Hereditaments, and all and ſingular other the premiſſes before by theſe preſents ſo reſpectively limited and appointed for the Joynture of the ſaid F. now are, and ſo from time to time, and at all times hereafter (for and notwithſtanding any act or default of the ſaid V. W. his Heirs and Aſſigns, or any of them) ſhall remain, continue and be to the ſaid F. & her Aſſigns, of the clear yearly value of, &c. over & above all charges and reprizes. *Provided* always, and upon this further condition, and to the further uſe, intent and purpoſe, That if the ſaid V. W. happen to depart this life, leaving a Son of his body on the body of the ſaid F. lawfully begotten, and the ſaid F. do him ſurvive, and afterwards do intermarry with any perſon or perſons whatſoever; that then, from and immediatly after the ſaid Marriage as for and concerning one full fift part, (in five parts,) to be divided of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, with th' appurtenances before hereby ſpecified to be limited and appointed to and for the Joynture of the ſaid *F.* aforeſaid; that the uſe and uſes, eſtate and eſtates thereof limited to the ſaid F. ſhall ceaſe, determine and be utterly void; and that from thenceforth they the ſaid A. B. I. P. and I. G. and the ſurvivors and ſurvivor of them, his and their Heirs and Aſſigns, ſhall ſtand and be ſeized of the full fift part of the ſaid Meſſuages, Lands and Premiſſes from and immediatly after the intermarriage of the ſaid F. to the uſe and behoefe of the ſaid Sonne of V. W. on the body of the ſaid *F.* begotten, for and during the term of the natrall

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life of the ſaid *F.* for his maintenance, any thing herein contained to the contrary in any wiſe notwithſtanding. Provided alſo, and upon this condition, and ſo it is covenanted, granted, declared and agreed by and between all and every the ſaid parties to theſe preſents, and their Heirs and Aſſigns reſpectively, and it is the true intent and meaning of theſe preſents, That it ſhall and may be lawfull to and for the ſaid V. W. at any time hereafter during his naturall life, from time to time, by one or more Indenture or Indentures under his hand and ſeal, to leaſe, demiſe, ſet and to farm-let all and every or any of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the appurtenances, which have been uſually, ſet and farm-leten, unto any perſon or perſons whatſoever, for the term of three lives, or for any number of years determinable upon one, two or three lives, or for the term of one and twenty years, or over or under in poſſeſſion and not in reverſion, ſo as upon every ſuch Leaſe and Demiſe, the ancient and accuſtomed rent or more, or the rent, or the rents now payable or paid; or more (over and beſides Duties, Heriots and Services due and accuſtomed) be thereupon reſerved; and ſo as ſuch Rents, Duties, Heriots and Services upon ſuch Leaſe and Leaſes, ſeverally reſerved, ſhall and may be and continue due and payable unto him, her or them reſpectively and ſucceſſively, unto whom the reverſion and reverſions, and remainder thereof, is hereby limited and appointed as aforeſaid. Provided alſo, and upon this further condition, and ſo it is covenanted and agreed by and between all and every the parties to theſe preſents, That if at any time from and after the death of the ſaid V. W. the ſaid G. W. Son and Heir of the ſaid V. W. or ſuch other perſon or perſons as ſhal be Heir at law of the ſaid V. W.

ſhall and do well and truly ſatisfie and pay, or cauſe to be ſatisfied and paid unto the ſaid A. B. I. P. and I. G. and to the ſurvivor and ſurvivors of them, his and their Heirs, Executors, Adminiſtrators and Aſſigns, if H. A. Son of the ſaid F. be then living, the ſum of four thouſand and five hundred pounds of currant &c. And if the ſaid H. A. be dead, the ſum of five thouſand pounds of like currant money, at or in the &c, To the end, that thereby the ſaid A. B. I. P. and I. G. their Heirs, Executors, Adminiſtrators and Aſſigns, may be thereby enabled to purchaſe Lands and Tenements of the value of &c. or may imploy and diſpoſe of the ſame for the uſe, benefit and advantage of the iſſue of the body of the ſaid F. lawfully begotten or to be begotten; or if the ſaid V. W. or the ſaid Heir at Law as aforeſaid, or any of them, ſhall at their own proper coſts and charges, ſettle, convey and aſſure, or cauſe and procure to be conveyed and aſſured, other Lands, Tenements and Hereditaments, which ſhall be of the clear yearly value of two hundred and fifty pounds *per annum*, above all charges and reprizes unto the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, and to the ſurvivors and ſurvivor of them, his and their Heirs, Executors, Adminiſtrators and Aſſigns, to the like ſeverall uſes, intents and purpoſes, and upon the like truſts and confidences, and under the like conditions, Proviſoes, powers, and limittations as are hereby formerly limited and appointed; Excepting onely the ſaid Meſſuage, Lands and Tenements herein and hereby limited to and for the Joynture of the ſaid F. That then and immediatly from and after ſuch payment or ſettlement, as aforeſaid, the ſeverall uſes and eſtates herein and hereby limitted (orher then the eſtate for life limited to the ſaid F. as aforeſaid) of, for or concerning the ſaid Lands and Premiſſes, for the uſe and benefit of

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the iſſue of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten, and every of them, ſhall ceaſe, determine and be utterly void. And the ſaid V. W. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, grant and agree to and with the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, and to and with every of them by theſe preſents; That for or notwithſtanding any act or thing whatſoever heretofore done or ſuffered by the ſaid V. W. his Heirs or Aſſigns, or hereafter by him, them or any of them, to be done or ſuffered to the contrary, the ſaid V. W. now is, and ſo at the time when the firſt eſtate of the ſaid Mannor, Adowſon, Meſſuages, Lands, Tenements and premiſſes, and every part and parcel thereof, ſhall be conveyed and aſſured to the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, to the uſes aforeſaid, ſhall ſtand and be ſeized thereof, of a good, perfect, abſolute and indefeazible eſtate of inheritance in fee-ſimple, or fee-tail, without any reverſion or remainder in the Crown, or without any covenant or uſe to alter, change or determine the ſame. And alſo that he the ſaid V. W. for and notwithſtanding any act or thing whatſoever heretofore done or ſuffered to the contrary, as aforeſaid, hath, and ſo at the time of the execution of the ſaid firſt eſtate of the ſaid Mannor, Adowſon, Meſſuages, Lands, Tenements and Premiſſes, and every part and parcel thereof, with their and every of their appurtenances, to the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns ſhall have full power, good right and lawfull authority to grant, convey and aſſure the ſaid Mannors, Meſſuages, Lands, Adowſons, Tenements and premiſſes, with their and every of their appurtenances, to the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, to the uſes, intents and purpoſes aforeſaid, according to the true intent

and

and meaning of theſe preſents. And the ſaid V. W. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe, grant and agree to and with the ſaid A. B. I. P. and I. G. and their Heirs and Aſſigns, and to and with every of them by theſe preſents. That the ſaid V. W. and his Heirs, ſhall and will from time to time, and at all times hereafter, during and within the &c. years next enſuing the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid V. W. his Heirs and Aſſigns, or any of them, do make, acknowledge, levy, execute and ſuffer, or cauſe to be made, done, levyed, acknowledged, executed and ſuffered, All and every ſuch further and other lawfull and reaſonable act and acts, thing and things, device and deviſes, conveyance and conveyances, aſſurance and aſſurances in the Law whatſoever, for the further more perfect and better aſſurance, ſurety, ſure making, conveying and aſſuring of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular the premiſſes with their and every of their appurtenances, unto the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns to the uſes intents and purpoſes, and under the conditions, proviſoes and limitations before mentioned, expreſſed and declared, and to and for none other uſe, intent and purpoſe whatſoever, Be the ſame by one or more fine or fines, with Proclamations to be levyed and executed in due form of Law, Feofment or Feofments, recovery or recoveries, with ſingle, double or treble Voucher or Vouchers, Deed or Deeds enrolled or not enrolled, the enrolment of theſe preſents, Releaſe, Confirmation with warranty, as aforeſaid, or otherwiſe without warranty; or by all, every or any of the aforeſaid waies or meanſ; or by any other lawfull & reaſonable waies or

means whatſoever, as by the ſaid A. B. I. P. and I. G. the ſurvivor or ſurvivors of them, his or their Heirs or Aſſigns; or as by his, their or any of their Councel learned in the Law, ſhall be reaſonably deviſed or required: Which ſaid Fine or Fines, Feoſment or Feoſments, Recovery or Recoveries and Aſſurances whatſoever, had made & executed, or hereafter to be had, made and executed by the ſaid V. W. his Heirs and Aſſigns, or by any other perſon or perſons whatſoever, touching and concerning all and every or any the premiſſes, with their and every of their appurtenances, and every part and parcel thereof ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken to be and enure to the uſes, intents and purpoſes before in and by theſe preſents limited, expreſſed and declared, and to and for none other uſe, intent or purpoſe whatſoever; any former or other Declaration of uſe or uſes to the contrary thereof, in any wiſe notwithſtanding. *Provided* nevertheleſſe, and upon the condition; and it is covenanted, declared and agreed by and between all and every the parties to theſe preſents, their Heirs and Aſſigns, and every of them reſpectively by theſe preſents; That it ſhall and may be lawfull to and for the ſaid V. W. at any time or times hereafter, during his naturall life, by his Deed or Deeds indented, to be by him ſealed and delivered in the preſence of three or more credible witneſſes by and with the conſent and approbation of the ſaid A. B. I. P. and I. G. or of the ſurvivor or ſurvivors of them, his or their Heirs and Aſſigns, teſtified in writing under their hands and ſeals, to alter, change, revoke, determine or make voyd all or any the eſtate or eſtates, uſe or uſes, before by theſe preſents limited & appointed except only the uſes before hereby limited & appointed to or for the Joynture of the ſaid F. as aforeſaid, & that from and after ſuch alteration, change, revocation,

determination or making void thereof, or of any part thereof, theſe preſents and all other aſſurances in the Law whatſoever, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken to be, and to enure. And they the ſaid A, B. *I. P.* and *I. G.* and their Heirs and Aſſigns, and the Heirs and Aſſigns of the ſurvivor and ſurvivors of them, ſhall ſtand and be ſeized of all and ſingular the premiſſes, (except before excepted) or ſo much thereof, whereof ſuch alteration, change, revocation, determination or making voyd, ſhall be had and made, as aforeſaid, to ſuch other uſe and uſes, and to the uſe of ſuch perſon and perſons, and for ſuch eſtate and eſtates, and in ſuch ſort, manner and form, as the ſaid V. W. by any Deed or Deeds indented, ſealed, delivered and executed in the preſence of three or more credible Witneſſes, by and with ſuch conſent and approbation, ſhall declare, limit, or appoint: And from and after ſuch revocation, in default of ſuch declaration, limitation and appointment, then to the uſes, intents and purpoſes before by theſe preſents limited, expreſſed and declared, and to and for none other uſe, intent or pupoſe whatſoever; Any thing in theſe preſents, or in any former or other declaration of uſe or uſes contained to the contrary thereof, in any wiſe notwithſtanding. *In witneſſe &c.*

A Condition for payment of Rent Quarterly for Lands held from year to year, at the pleaſure of the Leſſor.

THe Condition of this Obligation is ſuch, That whereas the above bounden T. H. hath and holdeth from year to year, at the will and pleaſure of the above named I. M. certain Cloſes and parcels of ground lying and being in the Pariſh of S. above written in the County of *Berks* parcel of the Lands belonging

longing to the Tenement there called B. for and under the yearly rent of &c. to be paid quarterly. If therefore the ſaid T. H. his Heirs, Executors and Adminiſtrators, or any of them, do well and truly pay or cauſe to be paid unto the ſaid I. M. or to his certain Atturney, Executors or Aſſigns, the ſaid yearly rent of &c. at the now dwelling houſe of the ſaid I. M. in T. above-written, in manner and form, as followeth: (That is to ſay) upon the four and twentieth day of *June* next enſuing the date hereof, &c. upon the eight and twentieth day of *September* next alſo enſuing other &c. upon the four and twentieth day of *December* next alſo enſuing, other &c. and upon the four and twentieth day of *March*, which ſhall be in the year of our Lord God &c. other &c. and ſo forth quarterly and every quarter; the one next and immediatly enſuing the other upon the like daies, the ſum of &c. during all the time and term that the ſaid T. H. and his Aſſigns, ſhall ſo hold and enjoy the ſaid Cloſes and Grounds at the will of the ſaid I. M. And moreover do from time to time, during all the ſaid Term, at his own coſts and charges, maintain and keep the ſame premiſſes in good and ſufficient Fences and Bounds; and in the end of the ſaid time, do leave and yeild up the ſame well and ſufficiently fenced and bounded, without any Cavillation: *That then, &c.*

A Sale of the Moity of Rent reſerved by Leaſe.

THis Indenture made the &c. Between R. B. of &c. Executor of the laſt Will and Teſtament of R. R. late of &c. deceaſed; and P. R. &c. on the one part; and A. G. &c. on the other part: *witneſſeth*, That whereas the ſaid P. R. being intereſſed and poſſeſſed by Leaſe dated &c. made and granted unto him the ſaid P. R. by and from one W. T. of &c.

of

of all that Meſſuage, Tenement or Inn, called or known by the name or ſign of the *Black Bell*, ſcituate in *Fleet-ſtreet*, in the Pariſh of Saint *Dunſtan* &c. And of all Cellers, Sollers, Rooms, Barns, Stables, Hay-loſts, Gate-houſes, liberties of paſſage, Courts, Yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging or appertaining (except as in the ſaid Leaſe made to the ſaid P. R. of the premiſſes, is excepted) did afterwards by his Indenture of Leaſe bearing date &c. for the conſiderations therein expreſſed, demiſe, grant and to farm-let unto T. R. Citizen &c. his Executors, Adminiſtrators and Aſſigns, all thoſe Rooms, Chambers, Lodgings, Cellers and Eaſments hereafter particularly mentioned, being parcel of the ſaid Meſſuage, Tenement or Inn, called &c. and then in the tenure of the ſaid P. R. or of his Aſſigns (That is to ſay) One Celler lying under the Shop, then and yet in the occupation of the ſaid T. R. or of his Aſſigns: One Room or Chamber towards the ſtreet, called, *The Crown*, being part over the ſaid Shop, and part over the ſaid gate or way leading into the ſaid Meſſuage, Tenement or Inn, called, *The Black Bell*. One other little dark Room or Chamber, called, *The Faggot Chamber*, lying backward behind part of the ſaid Room or Chamber, called the C. on the ſame flour, with liberty to make and contrive convenient light or lights, from the Yard of the ſaid Meſſuage, Tenement or Inn aforeſaid, to ſerve the ſaid room, called the F. Room, and the ſame ſo made, to enjoy during the ſaid Leaſe. One other Room, Chamber or Lodging towards the ſtreet, called, *The Angell*, directly over the ſaid Chamber, called the C. One other Chamber or Lodging, commonly called, *The two Bed Chamber*, lying backwards behind part of the ſaid Room or Chamber, called the A. on the ſame flour.

flour. And alſo one piece or parcel of the lower room, then in the occupation of the ſaid T. R. or of his Aſſigns, to contain by eſtimation &c. next behind the Weſt end or ſide of the ſaid Shop, then in the occupation of the ſaid T.R. towards the North, for the making and contriving of a pair of Stairs to lead from the ſaid Shop unto the ſaid demiſed premiſſes, and alſo from thence to make & contrive a convenient way or paſſage to lead into the Celler before mention'd: Together with all Lights, Waies, Eaſments, Commodities & appurtenances, to the ſaid premiſſes belonging or appertaining. *To have & to hold* the ſaid &c. unto the ſaid T. R. his Execut. Adminiſtrators & Aſſigns, from the Feaſt of &c. then next coming after the date of the ſaid Leaſe laſt recited unto the end and term of &c. from thence next enſuing, & fully to be compleat & ended: And for & under the yearly rent or reſervation for the firſt two years, and one quarter of the ſame term of one Pepper Corn: And afterwards during the whole Term, for and under the yearly rent of &c. payable, as in and by the ſaid Indenture of Leaſe made to him the ſaid T.R. (amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. And whereas afterwards the whole eſtate, right, title, intereſt, term of years, property, claim and demand of the ſaid T. R. in and to the ſaid premiſſes before mentioned or recited, by good and ſufficient conveyances in that behalf made) came into the hands and poſſeſſion of the ſaid R. R. who died thereof lawfully poſſeſſed; and by and after whoſe deceaſe, the ſaid Indenture of Leaſe firſt mentioned, term of years and premiſſes aforeſaid, was lawfully veſted and ſetled in the ſaid R. B. as Executor of the laſt Will and Teſtament of the ſaid R. R. And whereas the ſaid R. B. being of the premiſſes ſo poſſeſſed, *Recital.*

poſſeſſed, as aforeſaid, by his Indenture or Deed indented, bearing date &c. for the conſiderations therein mentioned, did grant, bargain, ſell, aſſign & ſet over unto I. C. &c. his Executors, Adminiſtrators and Aſſigns, the Moity or one half part of the Meſſuage, Tenement or Inn, called, *The Black Bell*, aforeſaid; and the Moity of all and ſingular Shops, Cellers, Sollers, Rooms, Barns, Stables, Hay-lotts, Gate-houſes, liberties of paſſage, Courts, Yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the appurtenances whatſoever, to the ſaid Meſſuage, Tenement or Inn belonging or appertaining; and the Moity of all Houſes, Edifices and Buildings then ſtanding or being upon the premiſſes, or any part thereof; and the Moity of all and ſingular other the premiſſes whatſoever, mentioned to be demiſed, in & by the ſaid Indenture of Leaſe firſt mentioned (except as in the ſame Indenture is excepted) *To have and to hold* the ſaid Moity of the ſaid Meſſuage, Tenement or Inn, called the &c. and of all other the premiſſes aforeſaid (except before excepted) unto the ſaid I. C. his Executors, Adminiſtrators and Aſſigns, from thenceforth during the reſidue then to come and unexpired of the whole term granted by the ſaid Indenture of Leaſe firſt mentioned, made to the ſaid P. R. as aforeſaid; as in and by the laſt Indenture or Deed indented (amongſt other things alſo) more at large it doth and may appear. Now this Indenture witneſſeth, That the ſaid R. B. & P. R. for and in conſideration of the ſum of &c. to him the ſaid P. R. by the direction and appointment of the ſaid R. B. well and truly paid before th' enſealing and delivery of theſe preſents by the ſaid A. G. whereof they the ſaid R. B. and P. R. do acknowledge themſelves to be fully ſatisfied, contented and paid; and thereof, and of every part and parcell thereof, do clearly acquit and diſcharge the ſaid A. G. his Executors

torsand Administrators by these ptesents,Have,granted, bargained, sold, assigned and set over, and by these presents do clearly and absolutely grant, bargain, sell, assign and set over, unto the said A. G. his Executors, Administrators and Assigns, all that the Moity or half part of all and singular the said Rooms, Chambers, Lodgings, Cellers, Waies, Lights, Liberties, Passages, Commodities and appurtenances; and of all other the premisses demised to the said T. R. by the said P. R. in and by the said Indenture of Lease before recited, and of every part and parcel thereof, together with the Moity or half part of the said yearly rent of &c. reserved by the said Indenture of Lease, and full liberty, power and authority to receive and take the same from time, at such Feasts and daies as the same shal grow due and payable by the said Lease during the said term thereby granted. *To have and to hold* the said Moity of all and singular the said, Rooms, Chambers, Lodgings, Rents and other the premisses with th'appurtenances, before by these presents mentioned to be granted, bargained, sold, assigned and set over, and every part and parcel thereof, with libertie, power and authority to receive and take the said rent, as aforesaid, unto the said A. G. his Executors, Administrators and Affigns, from th'ensealing and delivery of these presents, for and during all the rest and residue of the said term of &c. years, to him the said T. R. granted, as aforesaid, now to come and unexpired, in such like large and ample manner to all intents and purposes, as they the said R. B. and P. R. or either of them, might, should or in any wise ought to have, take and enjoy the same. And the said R. B. and P. R. for themselves, and either of them, their and either of their Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant to and with

&c. (That is to ſay) That they ſaid R. B. and P. R. or one of them, at the time of th' enſealing and deli. very of theſe preſents, are and ſtand, or one of them is and ſtandeth ſo lawfully and abſolutely poſſeſſed of the premiſſes, as that they the ſaid R. B. and P. R. or one of them, now have or hath good right, full power and lawfull authority hereby to grant, bargain, ſell, aſsign and ſet over the ſaid Moity of the ſaid ſeverall Rooms, Chambers, Lodgings and other the premiſſes, with th'appurtenances before by theſe preſents mentioned to be granted, bargained, ſold, aſsigned and ſet over and every part and parcel thereof, unto the ſaid A. G. his Executors, Adminiſtrators and Aſsigns, in manner and form aforeſaid. And futher, that he the ſaid A. G. his Executors, Adminiſtrators & Aſsigns and every of them, ſhall from time to time, and at al times hereafter during the reſt and reſidue of the ſaid terme, of &c. years, granted to the ſaid T. R. as aforeſaid, peaceably and quietly have, hold and enjoy the Moity of the ſaid Rooms, Chambers, Lodgings and other the premiſſes, with th'appurtenances before mentioned, to be demiſed to the ſaid T. R. by the Indenture of Leaſe above recited, and every part therof, & the Moity of the ſaid yearly rent of &c. by the ſame Indenture reſerved, ſhall or may receive, take and enjoy from time to time, as the ſame ſhall grow due during the ſaid Term, without the let, ſuit, trouble, diſturbance, interruption or eviction of them the ſaid R. B. and P. R. or either of them, their Executors, Adminiſtrators and Aſsigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming by, from or under them, or either or any of them; or by, from or under their or any of their means, act, title, conſent or procuremeut; or by, from or under the ſaid R. R. deceaſed, and alſo acquitted and diſcharged of and from al and all manner

of

of former Grants, Bargains, Sales, Leaſes, Statutes, Marchant and of the Staple Recogizance, Judgments, Executions, Surrendors, Forfeitures, Re-entries, and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed or done by the ſaid P. R. and R. B. and R. R deceaſed, or any of them; or to be had, made committed or done by the ſaid P. R. and R. B. their Executors &c. or any of them; or by their or any of their means, act, title, intereſt, default, conſent or procurement. *In witneſſe &c.*

A Leaſe of Lands by way of Morgage, in conſideration of a ſum of money.

THis Indenture made the &c. Between the right honourable E. Earle of B. the Lady L. his Wife, Counteſſe of B. the right honourable the Lord M. Baron of R. in the County of &c. Sir F. G. of &c. and E. W. of &c. on the one part: And I. W. of &c. on the other part: *Witneſſeth*,

That in conſideration of the ſum of *Conſideration.* &c. to the ſaid E. Earl of B. and the Lady L. Counteſs of &c. in hand paid by the ſaid I. W. before the enſealing and delivery of theſe preſents, whereof they do acknowledge the receipt, and thereof, and of every part and parcel thereof, do hereby clearly and abſolutely acquit, exonerate and diſcharge the ſaid I. W. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe preſents: They the ſaid W. Lord M. Sir F. G. and E. W. at and by the ſpeciall direction and appointment of the ſaid E. Earl of B. and the Lady L. Counteſſe of B. *Have* demiſed, granted, *Grant.* bargained and ſold, and by theſe preſents do demiſe, grant, bargain and ſell unto the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, all thoſe

Claoſes and Grounds hereafter particularly named, ſcituate, lying and being in the Hamlets, Pariſh or Fields of *Burley* in the County of R (That is to ſay) One Cloſe of paſture & meadow-ground, commonly called or known by the name of *New Cow cloſe*, containing by eſtimation 110 acres, now in the tenure or occupation of R. I. Gentleman or his Aſſigns, One other Cloſe of paſture, called &c. containing by eſtimation 170 acres at leaſt, now in the tenure or occupation of *William Dalby* or of his Aſſigns, Two Cloſes of paſture &c. Together with all and ſingular the waies, paſſages, profits, commodities, advantages and appurtenances whatſoever, to the ſaid ſeverall Cloſes and Ground and every or any of them belonging or in any wiſe appertaining, or with them or any of them, now or heretofore uſually occupied, demiſed or enjoyed, or accepted, reputed, taken or known, for or as part or parcel of them or any of them. And the reverſion and reverſions, remainder and remainders, rents and yearly profits whatſoever, of all and ſingular the ſaid Cloſes and premiſſes before mentioned, and of every of them. *To have and to hold* the ſaid Cloſes, Fields, Grounds, Hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances before by theſe preſents demiſed or mentioned to be hereby demiſed, granted, bargained or ſold and every part and parcel thereof, unto the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, from the &c. day of &c. next enſuing the date of theſe preſents, unto the full end and terme of 99. years, from thence next enſuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly unto the ſaid W. Lord M. Sir F. G. and E. W. their Heirs or Aſſigns, one Pepper-Corn onely at the &c. if the ſame be demanded. *Provided* alwaies, and it is fully agreed between the ſaid parties to theſe preſents, and

every

every of them, That if the ſaid E. Earl of B. the Lady L. Counteſſe of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid I. W. his Executors, Adminiſtrators or Aſſigns, the ſum of &c. in or upon the &c. at or in the &c. between the hours of &c. That then this preſent demiſe, grant, bargain and ſale, ſhall be utterly void, fruſtrate and of none effect; any thing herein before contained in the contrary thereof in any wiſe notwithſtanding. And that the ſaid E. Earl of B. the Lady L. Counteſſe of B. W. Lord M. Sir F. G. and E. W. or ſome of them, their or ſome of their Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid I. W. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. in or upon the &c. at or in the place aforeſaid, and between the hours of &c, according to the true intent and meaning of theſe preſents. And further, That the ſaid Cloſes, Grounds and other the premiſſes, before, in and by theſe preſents mentioned to be demiſed, granted, bargained and ſold, now are and be, and ſo during the whole term of &c. hereby granted, bargained and ſold, ſhall be, remain and continue of the clear yearly value of &c. over and above all charges and reprizes. And moreover if default be made in payment of the ſaid ſum of &c, herein before in the ſaid proviſo mentioned, or any part thereof, at the day, time and place before mentioned and limited for the payment thereof: That then the ſaid I. W. his Executors, Adminiſtrators and Aſſigns and every of them, ſhall and may

For payment of the money.

For the quiet enjoying of the premiſſes upon default.

from time to time, and at all times during the said term of &c. peaceably and quietly have, hold, use, occupy, poſſeſſe and enjoy the ſaid Grounds, Lands, Tenements, Hereditaments, and all other the premiſſes herein before mentioned to be demiſed, granted, bargained or ſold, with all and ſingular their and every of their appurtenances, and every part thereof, without the let, ſuit, trouble, deniall, diſturbance, expulſion or interruption of the ſaid E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other perſon or perſons whatſoever, and diſcharged of and from all other bargains, ſales, gifts, grants, leaſes, ſtatutes, recognizances, extents, judgements and all charges, eſtates, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had &c. by the ſaid E. Earl of B. the Lady L. Counteſſe of &c. W. Lord M. Sir F. G and E. W. or any of them, or by any other perſon or perſons whatſoever. And further, that if default be made in payment of the ſaid ſum of &c. or any part thereof, at the day, time and place aforeſaid, that then the ſaid E. Earl of B. the Lady L. Counteſſe of B. W. Lord M. Sir F. G. and E. W. their Heirs, Executors, Adminiſtrators and Aſſigns, and all and every other perſon or perſons lawfully having, claiming or pretending to have or claim any manner of eſtate, right, title, intereſt claim or demands whatſoever, of, in or to the ſaid Cloſes, Grounds, Hereditaments and premiſſes, or any part thereof, ſhall and will make, do, ſuffer and execute or cauſe & procure to be done, made, ſuffered and executed, all and every ſuch further lawfull and reaſonable act and acts, thing and things, deviſe and deviſes in Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making and

For further aſſurance upon default.

con

conveying of the ſaid Cloſes, Grounds and premiſſes, with th'appurtenances, and every part thereof, unto the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, during the ſaid Terme of ninety and nine years, according to the intent and meaning of theſe preſents; as by the ſaid I. W. his Executors or Aſſigns, or by his or their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. And the ſaid W. Lord M. Sir F. G. and E. W. for themſelves ſeverally, and not jointly, nor one of them for each other their ſeverall Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them reſpecively, do covenant, promiſe and grant to and with the ſaid I. W. his Executors, Adminiſtrators and Aſſigns and every of them by theſe preſents; That if default of payment be made of the ſaid ſum of &c. or any part thereof, at the day, time and place aforeſaid: That then the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, ſhall and may from time to time, and at all times during the ſaid Term of &c. peaceably and quietly have, hold, poſſeſſe and enjoy the ſaid Cloſes, Grounds and other the premiſſes before mentioned, to be hereby demiſed, granted, bargained or ſold, without the lawfull ler, ſuit, trouble deniall, diſturbance, expulſion, eviction, or interruption of them the ſaid W. Lord M. Sir F. G. and E. W. ſeverally, their and every of their ſeverall and reſpective Heirs and Aſſigns, or any of them, or of any other perſon or perſons, lawfully claiming in, by, from or under them or any of them reſpectively, as aforeſaid; And diſcharged and clearly acquitted of and from all former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Extents, Judgments, and of and from all other Charges, Eſtates, Titles, Troubles and Incumbrances whatſoever, had, made, committed, ſuffered or done by the ſaid W. Lord M. Sir F. G. and

E. W. or any of them respectively, their or any of their severall Heirs, Executors, Administrators or Assigns, or any other person or persons claiming or to claim in, by, from or under them or any of them severally and respectively, their or any of their severall estate, act, title, means, consent or procurement. In witnesse whereof, the parties first above named to these present Indentures, have interchangably set their hands and seals. Given, the day and year first above written, *Annoq*; *Domini*, 1634.

A Covenant that after default of payment, the Possession of Lands in Morgage shall be delivered to the Morgagee, and also all Deeds and Writings concerning the same.

AND the said A. B. for himself &c. That he the said A. B. his Heirs and Assigns, shall and will upon reasonable request to him or them to be made after default shal happen to be made of or in any of the payments aforesaid (if it shall happen so to fall out) deliver or cause to be delivered unto the said C. B. his Heirs and Assigns, the quiet and peaceable possession and seizin of all and singular the before bargained premisses: And shall then also, after such default of paiment within one month then next ensuing, deliver and cause to be delivered unto the said C.D his Heirs and Assigns, as wel all and singular the Letters, Pattents, Deeds, Evidences, Writings, Escripts and Monuments before by these presents bargained and sold, As also all the true Copies of all such other Deeds and Writings, as do touch and concern the before bargained premisses, or any part thereof: Together with any other Lands, Tenements or Hereditaments not before mentioned: The said Copies to be written at the costs of the said D. his Heirs and Assigns.

A Letter of Attorney upon Covenants.

TO all Christian people &c. I, O. B. of &c. Son and Executor of A. B &c. Whereas by one Indenture bearing date &c. made between the said A. B. on the one part; and C. D of &c. on the other part: There are divers Covenants contained on the part and behalf of the said C. D. his Executors and Administrators, to be kept and observed, touching a Lease granted to the said A. B. by the Dean and Chapter of the Collegiate Church of &c. of a certain Tenement lying in the precincts of Saint *Martins le grand* in *London*, and covenanted to be transferred over by the said A. B. to the said C. D as by the same Indenture, whereunto relation being had, more at large may appear. Now know ye, that I the said O. B. for divers good causes and considerations me moving, and especially for that it appeareth by the said Indenture, that the name of my said father was used only in trust for the benefit of E. D. Wife of the said C. D. and their issue, Have made, ordained, constituted, and in my stead and place put and appointed my Well-beloved Friend E. H. of &c. to be my true and lawfull Attorney for me; and in my stead and name, if need require, to sue, implead and prosecute the said C. D. his Executors or Administrators, for or upon the breach or not-performation of all or any the said Covenants in the said Indenture specified; and to have, receive and take for the use of &c. aforesaid, all such benefit, sum and sums of money, commodity and advantage whatsoever which shall be recovered or gotten by means of any such suits, actions or proceedings to be brought or commenced concerning the same: And all and other act and acts, thing and things whatsoever, which shall be needfull to be done in and about the premisses; the same for me and in my stead and name, to do, execute and perform:

form in ſuch like large and ample manner and form, to all intents and purpoſes, as I my ſelf might or could do, if I were there perſonally preſent. And whatſoever lawfull actions, ſuits, proceſſe and proceedings ſhall be hereafter commenced, ſued or proſecuted by the ſaid E. D. or his Aſſigns, againſt the ſaid C. D. his Executors or Adminiſtrators, touching the Premiſſes, I promiſe to allow, maintain, juſtifie and confirm by theſe preſents, without releaſing or diſcharging of the ſaid C. D. his Executors or Aſſigns, of the Covenants aforeſaid, or any of them, or of any ſuit, proceſſe or proceeding thereupon to be brought or commenced. *In witneſſe &c.*

An Aſſignment, with a Proviſo, to have the Leaſe again, upon payment of a ſum of money.

THis Indenture made &c. between G. B. of &c. of the one part; and W. H. of &c. of the other part. Whereas one R. G. and his Wife, by their Deed indented, bearing date &c for the conſideration in the ſaid Deed indented, expreſſed; did demiſe, grant and to farm-let unto the ſaid G. B. all that the Moity and half deal of the Mannor of D. with the appurtenances, ſet, lying and being in &c. and the Moity and half deal of all their Meſſuages, Dove-houſes, Edifices, Buildings, Lands, Tenements, Rents, Reverſions, Services, Mils, Meadows, Leaſows, Paſtures, Woods, Under-Woods, Commons, Heaths, Profits, Commodities and Hereditaments, to the ſaid Mannor of, &c, belonging: ſet, lying and being within the Towne, Fields, Pariſhes and Hamlets of C. N. D. within the ſaid County of G. or accepted, reputed or taken &c. *To have and to hold* &c. with divers Covenants, Articles, Agreements and Reſervations in the ſaid Indenture contained, as by the ſaid Indenture &c. Now this Indenture witneſſeth, that the ſaid G. B. for divers and ſundry &c.

Hath

Hath given, granted, alienedy assigned and set over, and by these presents doth &c. as well the said Moity &c. as also all the state, right, title, use, interest, possession, claim and demand whatsoever, of the said G. B. had and made, as is aforesaid. *To have and to hold*, the said Moity and half deal of the said Mannor of D. with the appurtenances, and all the estate, right, title, use, interest, claim, possession and demand whatsoever of the said G. B. &c. Provided nevertheless, and it is agreed between the said parties to these presents, That if the said G. B. his Heirs Executors, or Assignes, or any of them, do at any time hereafter pay and deliver, or cause to be paid & delivered unto the said W.H his Executors or Assigns, or any of them the sum of &c. of lawfull money of *Engl*: at one entire payment at or in the Ch: porch of the Parish Church of C. aforesaid, within the said County of G. or at or in the place where the said Parish Church now standeth: that then, and from thenceforth, as well this present Grant and Assignment, and every Clause, Article and Sentence herein contained, to be utterly voyd, frustrate and of none effect: As also, that then, and from thenceforth, the said Moity of the said Mannor of D. and all other the premisses whatsoever, with their appurtenances, and every part and parcel thereof by these presents assigned and set over unto the said W. H. shall come and be to the said G. B. his Executors and Assigns, for and during all the number of years that shal (at the time of the payment to be had and made in manner and form aforesaid) be then to come and unexpired of the said term of &c. years granted unto the said G. B. his Executors and Assigns, as is aforesaid; as though this present Indenture of Assignment of the premisses had not been had or made. *In witnesse &c.*

A Revoking of a pretended Contract of Matrimony.

LEt all men know and take notice by theſe preſents, That we F. D. of S. and I. H. of &c. being deſirous to have matters cleared between us concerning ſuch proceedings as have been about treaty of Marriage between us; and that we both, notwithſtanding any pretence of contract between us, may hereby declare and manifeſt to all people, That there was no abſolute contract or engagement between us at any time for marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others. We do therefore freely and without any compulſion, declare, manifeſt and make known unto all people, That we the ſaid F. D. and I. H. were never abſolutely contracted together in any contract of Matrimony: neither did we or any of us profeſſe or declare that we would marry each other, unleſſe (&c. our Friends &c.) We do therefore hold our ſelves no waies to be tied or obliged each to other in any manner of contract of Matrimony, or for marriage each of other; & therefore we do hereby freely and abſolutely releaſe and diſcharge each other of and from al and all manner of contracts, of or for marriage heretofore had or pretended to be had or made between us; & we do hereby freely & fully releaſe, acquit and diſcharge each other of us, and of and from al & al manner of actions, ſuits or claims proſecuted, or which may be begun or proſecuted in any Court, Eccleſiaſtical or Civil, concerning the premiſſes. And in teſtimony of our free and ful conſents herein, we the ſaid F. D. and I. H. have hereunto ſubſcribed our names the day of &c.

An Aſſignment of Lands taken upon an Extent.

THis Indenture made the &c. Between T. H. of &c. and W. W. of &c. of the one party, and

I.

J. B of &c. of the other party. Whereas the ſaid T. H. lately recovered by judgement in His Majeſties Court of Kings Bench, the ſum of &c. againſt T. C. of B. &c. and thereupon the ſaid T. H. in Michaelmas Term laſt, did take and ſue forth execution by Writ of *Eligit*, directed to the then Sheriffe of the ſaid County of W. Whereupon by Inquiſition and by the Jurors then and there ſworn, taken by the ſaid Sheriff at the City of &c. the day of &c. Amongſt other things it was found, That the ſaid T. C. at the time of the ſaid Inquiſition, was poſſeſſed for and during the term of &c. years then to come, and in one Meſſuage or Tenement, and divers parcels of Land, Meadow and Paſture, to the ſaid Meſſuage or Tenement belonging or appertaining in C. in the ſaid Pariſh of &c. as his proper goods: Which ſaid term and intereſt of the ſaid T. C. of or in the ſaid Meſſuage or Tenement, the Jury at the time of the ſaid Inquiſition, did apprize and value at &c. pounds: Which ſaid term of years the ſaid Sheriff the day of the ſame Inquiſition, did deliver to the ſaid T. H. at the price and apprizement aforeſaid: To hold unto the ſaid T. H. and his Aſſignes, as his proper goods and Chattels, according to the form of the Statute in that behalf made; and as parcell of the ſame debt and damages of the ſaid T. H. recorded, as aforeſaid. And the ſaid Jurors alſo found, that the ſaid T. C. was at the time of the ſaid Inquiſition, ſeized in his Demeaſne, as of Fee, of and in one Meſſuage, & divers parcels of Land, Meadow and Paſture to the ſaid Tenement belonging or appertaining, lying and being in B &c. found by particular names and quantities, and then valued by the ſaid Jurors to be worth &c. yearly: The Moity of which ſaid Meſſuages and premiſſes in B by particular names and quantities, the ſaid Sheriff did then alſo deliver unto

the

the ſaid T. H. at the rate and apprizement aforeſaid: To hold to the ſaid T. H. and his Aſſignes, as his freehold, according to the form of the Statute made in that behalf, untill the reſidue of the ſaid debt of &c. ſhould be thereby fully levied, as by the ſaid Inquiſition more particularly and at large it doth and may appear. Which ſaid debt ſo recovered by the ſaid T. H. and the ſaid execution thereupon, was nevertheleſs in truſt for the ſaid W. W. party to theſe preſents, and was the proper money of the ſaid W. W. aſſigned to him by the ſaid T. H. as part of the Marriage-portion of &c. Now *Witneſſeth* theſe preſents, That the ſaid W. W. and T. H. as well for and in conſideration of the ſum of &c. paid unto the ſaid W. W. as alſo for divers good cauſes and conſiderations them thereunto moving, have granted, aſſigned and ſet over, and by theſe preſents do grant, aſſign and ſet over unto the ſaid I. B. all that the ſaid Meſſuage or Tenement, Lands and premiſſes in C. aforeſaid; and all the eſtate, intereſt, title and term of years yet to come; which the ſaid W. and T. H. hath, or either of them hath, or have, or might have, of, in or unto the ſaid Meſſuage, Tenement, Lands and premiſſes, and every or any part thereof, by the ſaid Extent or Inquiſition aforeſaid, or otherwiſe. And alſo all that the Moity or half deal or part of the ſaid Meſſuage or Tenement, Lands and premiſſes in B. aforeſaid; and all the eſtate and intereſt which the ſaid W. W. and T. H. or either of them, have, hath or might claim of, in or unto the ſaid Meſſuage, Lands and premiſſes in B. or any part or parcel thereof, in as large, ample and beneficial manner, to all intents and purpoſes, as the ſaid W. W. or T. H. or either of them, have, hath or might hold, claim or enjoy the ſame &c. And the ſaid W. W. and T. H. do ſeverally, and not joyntly, each one for himſelf, his Executors and Adminiſtrators,

ſtrators, covenant, promiſe and agree to and with the ſaid I. B. his Executors &c. that he the ſaid I. B. his &c. ſhall and may from henceforth quietly hold, occupy and enjoy all and ſingular the premiſſes, and every part thereof, free from any former Grants, Charges, Aſſignment and Incumbrances of the premiſſes, or any part thereof, made by the ſaid W. &c. or any claiming from &c. And the ſaid I. B. doth likewiſe by theſe preſents for himſelf, his Executors &c. covenant, promiſe and agree to and with the ſaid W. &c. That he the ſaid I. B. his Executors &c. ſhall and will ſave, defend and keep harmleſſe the ſaid W. W. and T. H. their Executors &c. of and from all manner of ſuits, troubles, charges, expences and ſums of money which the ſaid W. &c. ſhall be from henceforth at, put unto, ſuſtain, diſburſe or undergo, for or by reaſon of the ſaid extent, or any matter or thing therein contained, or that might come to happen to the ſaid W. &c. for or by reaſon of the eſtate which they or either of them had by extent aforeſaid, or any the premiſſes hereby aſſigned, or by any occaſion or reaſon riſing or growing there, from or by occaſion thereof. *In witneſſe &c.*

A Charter-party for a Ships Voyage.

THis Charter-party indented, made the &c. in the &c. Between L. K. Maſter of a certain Ship or Bark, called, The *Flower-de-luce* of P. in the County of D. of the burthen of one hundred Tuns, or thereabouts, of the one part: And C. W. and B. S. Marchants, of &c. *Witneſſeth*, That the ſaid Maſter hath demiſed, granted, and to fraight-letten, and by theſe preſents doth demiſe, grant and to fraight-let unto the ſaid Marchants their Factors and Aſſigns, all that the ſaid Ship or Bark, with her Tackling, appurtenance and her apparel thereunto belonging or appertaining

raining, for and during one whole Voyage with th
ſame Ship to be done and made in manner and for
following (That is to ſay) the ſaid Maſter covenan
eth, granteth and agreeth to and with the ſaid Mer
chants, and every of them, That the ſame Ship o
Bark; named, The *Flower-de-luce*, now being preſ
and ready within the Port of the ſaid Town of S
ſhall with the Firſt good wind and apt weather (a
God ſhall ſend) next after the date hereof, make ſai
and ſails from thence, directly towards and unto th
Key of the City of *Roan*, under the Dominion of th
French King; and there to tarry and abide by th
ſpace of &c. daies currant: During the which ſpac
the ſaid Maſter covenanteth there to receive into th
ſaid Ship, Wares and other Marchandize, ſuch as i
ſhall then beſt pleaſe the ſaid Merchants, their Fa
ctors or Aſſigns, there to load to the compleat and
full loading of the ſaid Ship. And the ſaid Merchants,
and every of them, covenant to and with the ſaid Ma
ſter, to lade or cauſe to be laden there, within the
ſaid ſpace, Wares and ſuch other Merchandize, as it
ſhall then beſt pleaſe the ſaid Merchants, or their
Factors, for their moſt profit, to the compleat and
full lading of the Ship, as is aboveſaid. And
moreover, the ſaid Maſter covenanteth, concordeth,
bargaineth and agreeth to and with the ſaid Mer
chants and every of them, that the ſaid Ship with her
ſaid loading laden in her within the ſaid ſpace, ſhall
with the firſt good wind and apt weather (as God
ſhall ſend) next after the ſaid &c. daies be come and
paſt make ſail and ſails from thence directly towards
and unto the ſaid Port of the ſaid Town of S. where
the ſaid Ship ſhall with convenient ſpeed, after her
there arrivall, be diſcharged of her ſaid lading of
Wares and other Merchandize laden in her, as afore-
ſaid: And the ſame out of the ſaid Ship there ſo diſ-

charged,

charged, ſhall be delivered unto the ſaid Merchants, or the Owners thereof, ſafely and well conditioned. (God ſending the ſaid Ship in ſafety.) And the ſaid Merchants, and every of them, covenant to and with the ſaid Maſter, then and there to receive the ſaid loading laden in her, as aforeſaid: And at the right diſcharge thereof, to pay or cauſe to be paid to the ſaid Maſter, or his Aſſigns, the ſum of &c. And alſo to bear and pay, during the ſaid Voyage, Windage, Groundage, Pilatage and Loadmanage, and all other arrearages, as in Engliſh Ships are accuſtomed. And the ſaid Maſter covenanteth, that the ſaid Ship is, and during the ſaid Voyage ſhall be, ſtiffe, ſtrong and ſtauch, well and ſufficiently victualled, rigged and apparelled with ſufficient Mariners for the ſafe conducting of the ſaid Ship & keeping of the Merchants goods during the ſaid Voyage, *In witneſſe &c.*

A Morgage of Land upon money, &c. for years.

THis Indenture made the &c. Between T. A. of &c. of the one part; and T. M. Vintner and Citizen of *London*, of the other part: Witneſſeth, That the ſaid T. A. for and in conſideration of the ſum of &c. of lawfull money of *England* in hand paid unto him the ſaid T. A by the ſaid T. M. at and before the enſealing & delivery of theſe preſents; the receipt whereof the ſaid T. A. doth hereby acknowledge; and thereof, and of every part thereof, doth hereby alſo clearly acquit and diſcharge the ſaid T. M. his Heirs & Aſſigns: And for divers other good cauſes and conſiderations him the ſaid T. A. thereunto moving: Hath demiſed, granted, bargained and to farm-letten, and by theſe preſents doth &c. unto the ſaid T. M. his Executors, Adminiſtrators and Aſſigns, all thoſe three ſeverall paſtures of grounds lying in S. within the parts of *Holland*, in the County of L. containing

by eſtimation &c. be they more or leſſe, now or late in the tenure or occupation of one I: B: his Aſſignee or Aſſignees. *To have and to hold* the ſaid three paſtures, and every part and parcel thereof, with their and every of their appurtenances, unto him the ſaid T. M. his Executors and Aſsigns, from the feaſt-day of &c. now next enſuing the date of theſe preſents, for, during and untill the full end and term of 99 years from thence next enſuing, and fully to be computed, compleat & ended. *Yielding* & paying therefore yearly, during the ſaid term, unto the ſaid T. A. his Heirs, Executors, Adminiſtrators or Aſsigns, one Pepper-Corn, if it be lawfully demanded, at or on the feaſt-day of Saint *Michael* the Archangel. And it is hereby concluded and agreed by and between the ſaid parties to theſe preſents: And the ſaid T. A. doth for himſelf, and A. his Wife, their Heirs, Executors &c. covenant, promiſe and agree to and with the ſaid T. M. his Executors, Adminiſtrators and Aſſigns, that it ſhall and may be lawfull to and for the ſaid T. M. his Executors, Adminiſttators and Aſsigns, quietly and peaceably to have, hold, occupy, poſſeſſe and enjoy all and ſingular the ſaid three paſtures or grounds and premiſſes, with their and every of their appurtenances, from time to time and at all times hereafter during the ſaid term, without the lawfull let and interruption of him the ſaid T. A. and A. his Wife, their and either of their Heirs, Executors or Aſsigns, or of any other perſon or perſons whatſoever lawfully claiming from, by or under them or either of them; and alſo freed and diſcharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Judgements, Executions & other Charges of Incumbrances whatſoever, had, made, done or ſuffered by them or either of them, Provided alwaies, and it is nevertheleſſe agreed and concluded by and be-

between the ſaid parties to theſe preſents, and it is the true intent and meaning thereof, That if the ſaid T. A. his Executors, Adminiſtrators &c. or either of them, ſhall and truly pay or cauſe to be paid unto the ſaid T. *M.* his Executors, Adminiſtrators or Aſsigns, the full and entire ſum of &c. of lawfull money of *England* on the day of &c. next enſuing the date of theſe preſents, at or in &c. That then this preſent Indenture, Demiſe and Grant, and every Clauſe and Article therein contained, ſhall ceaſe, determin, be voyd and of none effect; any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. *In witneſſe &c.*

An Indenture of Bargain and Sale of a Mannor, with neceſſary Covenants.

THis Indenture made the &c. Between I. W. of &c. on the one part; and R. D. of &c. and B. his Wife of the other part, Witneſſeth &c. Hath granted, aliened, bargained and ſold, and by theſe preſents doth grant, alien, bargan and ſell unto the ſaid R. D. and B. his Wife, their Heirs and Aſsigns, all that the Mannor of &c. with the appurtenances, in the County of *Eſſex*: And all Lands, Tenements and Hereditaments, with the appurtenances whatſoever, by what name or names ſoever the ſame or any of them, be known or called, now in the tenure or occupation of W. E. or his Aſsigns, Together with all and ſingular the Lands, Tenements, Profits, Commodities and Hereditaments to the ſaid Mannor of H. belonging or in any wiſe appertaining, or with the ſame at any time heretofore demiſed, uſed or occupied; or reputed, taken, occupied or known as any part, parcell or member thereof. And all other his Meſſuages, Lands, Tenements and Hereditaments whatſoever, lying and being in the Pariſhes of &c. or

in any of them in the ſaid County of E. And all and ſingular the reverſion and reverſions, remainder and remainders of them, and every of them; and all Rents reſerved upon any Demiſe or Leaſe of them, or any part of them: And alſo all the eſtate, right, title or intereſt, uſe, poſſeſſion, claim and demand whatſoever, which he the ſaid I.W. now hath, may, might, ſhould or in any wiſe ought to have, of, in and to all and ſingular the ſaid bargained premiſſes, or any part thereof: Together with all & ſingular Evidences, Deeds, Eſcripts, Charters, Writings, Court-Rols, Books of Survey and Monuments whatſoever concerning the ſame, as be now in the hands, cuſtodie and poſſeſſion of the ſaid I.W. or in the hands, cuſtodie & poſſeſſion of any other perſon or perſons whatſoever, to his uſe, by his delivery, or which he may lawfully get or come by without ſuit in Law. And the ſaid I.W. doth covenant, promiſe and grant for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, to and with the ſaid R. D. and B. his Wife, their Heirs and Aſſigns, upon reaſonable requeſt, to deliver or cauſe to be delivered unto the ſaid R. D. and B. or either of them, their or either of their Heirs or Aſſigns, at or before the feaſt-day of Saint *Michael* the Archangel, next enſuing the date of theſe preſents, true Copies of all ſuch Evidences and Writings as concern the ſaid Lands, together with any other Lands of the ſaid I.W. to be written at the coſts and charges of the ſaid R. and B. or either of them, their Heirs or Aſſigns. *To have and to hold* all and ſingular the ſaid Mannor of H. Lands, Tenements, and all other the aforeſaid premiſſes, with all and ſingular their Appurtenances, before, in and by theſe preſents bargained and ſold, and every part and parcel thereof, unto the ſaid R. D. and B. his Wife, their Heirs and Aſſigns

Habend.

That he is ſeized in Fee, and hath power to grant.

Aſſigns for ever. And the ſaid I W, for himſelf, his Heirs, Executors and Adminiſtratours doth covenant and grant to and with the ſaid R. D. and B. his Wife, their Heirs and Aſſigns by theſe preſents, in manner and form following (that is to ſay) That he the ſaid I. W. at the time of th'enſealing and delivery of theſe preſents, is and ſtandeth lawfully and ſufficiently ſeized of ſuch a good, perfect, lawfull, abſolute and indefeaſible eſtate of inheritance in Fee-ſimple, or Fee-tail; and no reverſion or remainder thereof in the Kings Majeſtie, and to his and their own uſe and uſes, without any manner of condition or limitation of any other uſe or uſes, to alter, change or determine the ſame eſtate of and in the ſaid Mannor, Lands, Tenements and Hereditaments, and all other the aforeſaid premiſſes, before, in and by theſe preſents mentioned or intended to be granted, aliened, bargained and ſold, as he the ſaid VV. I. can and may lawfully and ſufficiently grant, convey and aſſure all and ſingular the ſaid Mannor of H. Lands, Tenements and Hereditaments, and all other the foreſaid premiſſes with all and ſingular the appurtenances, unto the ſaid R. B. his Heirs and Aſſigns for ever, according to the true intent and meaning of theſe preſents.

That the premiſſes are diſcharged of Incumberances.

And alſo the ſaid I. W. for himſelf &c. doth covenant, promiſe and grant to and with the ſaid R. D. and B. his Wife, and either of them, their and either of their Heirs and Aſſigns by theſe preſents, That all and ſingular the ſaid Mannor of H. Lands, Tenements and all other the foreſaid premiſſes with the appurtenances, before, in and by theſe preſents granted, aliened, bargained and ſold, and every part and parcel thereof, at the

time of the enſealing and delivery of theſe preſents, are and be and at all times hereafter ſhall be, remain and continue clearly acquitted, exonerated and diſcharged; or otherwiſe upon requeſt, ſufficiently ſaved and kept harmleſſe of and from all and all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Rents, Charges and Arrearages of Rents, Duties, Titles, Troubles and Incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made &c. by the ſaid I. W. his Heirs or Aſſigns, or by any other perſon or perſons whatſoever, by his or their means, act, titles, conſents and procurements; except one Leaſe &c. And alſo, that they the ſaid R. D. and B. his Wife, and either of them, their and either of their Heirs and Aſſigns and every of them, ſhall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of theſe preſents, peaceably, lawfully and quietly have, hold, uſe, occupie, poſſeſſe and enjoy all and ſingular the ſaid Mannor of H. Lands, Tenements and all other the before bargained premiſſes, with all and ſingular their Appurtenances, before, in and by theſe preſents mentioned to be granted, aliened, bargained and ſold, and every part and parcel thereof, without any manner of lawfull let, ſuit, trouble, eviction or diſturbance of the ſaid I. W. or his Aſſigns, or of any other perſon or perſons whatſoever, claiming or lawfully having, or which ſhall hereafter have any manner of eſtate, right, title, charge or intereſt of, in or to the ſaid Mannor, and all other the premiſſes, or of, in or to any part or parcel thereof, by, from or under the ſaid I. W. his Heirs or Aſſigns (all ſuch perſons as do claim by force of the Leaſe before excepted, onely excepted.) And furthermore, that the ſaid Mannor of H. and all other the aforeſaid premiſſes or any part or parcel thereof are not holden of His Majeſtie,

jeſtie, *in capite*, whereby any licenſe of alienation ſhall be needful to be had or ſued forth for the bargaining, ſale, conveying and aſſuring of the ſaid Mannor and other the premiſſes, unto the ſaid R. D. and B. their Heirs and Aſſigns: Nor that the ſaid R. D. his Heirs or Aſſigns ſhall at any time or times hereafter be Ward or Wards unto our ſaid Soveraign Lord the Kings Majeſtie, his Heirs or Succeſſours, for or in reſpect of the ſaid Mannor of &c. And all other the premiſſes or any part or parcel thereof. And alſo the ſaid I. W. for himſelf, his Heirs, Executors and Adminiſtratours doth covenant &c. That the ſaid I. W. and M. now his Wife, and the Heirs and Aſſigns of the ſaid I. and all and every other perſon and perſons whatſoever, now having or lawfully claiming, or which ſhall hereafter rightfully claim any manner of eſtate, right, title or intereſt, of, in and to the ſaid Mannor, and all other the aforeſaid premiſſes, or any part or parcel thereof, by, from or under the ſaid I. W. his Heirs or Aſſigns; except ſuch perſon or perſons as ſhall claim by force of the Leaſe before excepted, ſhall & will at all times hereafter, for and during the term of three years next enſuing the day of the date of theſe preſents, do, make, knowledge, execute and ſuffer; or cauſe to be made, done, knowledged, executed and ſuffered al and every ſuch further lawful act & acts, thing and things, deviſe and deviſes, conveyances and aſſurances in the Law whatſoever, with warranty againſt him the ſaid I. W. and his Heirs, for the further and more aſſurance and ſure-making of the ſaid Mannor, Lands, Tenements, and of all and ſingular other the premiſſes, with the appurtenances and every part and parcel thereof, to be had and made ſure unto the ſaid R. D. and B. their Heirs and Aſſigns for ever abſo-

Covenant for further aſſurance.

lutely, without any manner of condition or other limitation; be it by fine or fines with proclamation, with warranty againſt him the ſaid I. W. his Heirs and Aſſigns, recovery with double or ſingle Voucher or Vouchers, Deed or Deeds enrolled, the enrolment of this preſent Feofment, with warranty againſt him the ſaid I. W. his Heirs and Aſſigns, releaſe with confirmation with the like warranty or without warranty, or by any or as many of the deviſes, wayes and means aforeſaid, as by the ſaid R. D. and B. or either of them, their Heirs or Aſſigns, or by their or any of their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed and required, at the only coſts and charges of the ſaid R. D. and B. their Heirs and Aſſigns: ſo that the ſaid I. nor M. his Wife, be not compelled to travel from his or their homes or uſual places of abode, further then the Cities of *London* and *Weſtminſter* about the ſame aſſurances. And moreover, the ſaid I. W. for himſelf, his Heirs, Executours and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid R. D. and B. and either of them, and to and with the Heirs and Aſſigns of either and every of them by theſe preſents in manner and form following (That is to ſay) That if it ſhall happen at any time within twelve years next after the date hereof, the ſaid R. D. and B. and either of them, their or either of their Heirs or Aſſigns, to be lawfully evicted of or from the ſaid Mannor, or any of the Lands, Tenements and other the aforeſaid premiſſes, without any fraud or coven of the ſaid R. D. and B. or either of them, their Heirs or Aſſigns by reaſon of any right, title, eſtate or intereſt to be had or made by R. W. the Grand-father, or I. W. the Father of the ſaid I. or the ſaid I. or by any other perſon or perſons,

If the buyer be lawfully evicted within 12 years, the ſellers to pay 5 l. an acre.

perſons, claiming in, by or under their or any of their eſtates, titles or intereſt: That then he the ſaid I. his Heirs, Executours or Adminiſtrators, or ſome of them, ſhall and will within ſix moneths next after ſuch eviction ſo to be had of the ſaid Mannor, or of any other the premiſſes, or any part or parcel thereof, upon reaſonable requeſt to be made at or in the &c. well and truly pay or cauſe to be paid unto the ſaid R. D. and B. their Heirs and Aſsigns, for every acre, 5. l. and ſo after that rate, and rate like, and that without fraud, coven or further delay. *In witneſſe &c.*

An Indenture to lead the uſe of a fine.

THis Indenture made the &c. between F. G. of &c. of the one part; and R. W. of &c. of the other part: Whereas it is condeſcended unto and agreed between the ſaid F. G. his Heirs &c. and the ſaid R. W. his Heirs &c. that the ſaid F. G. his Heirs, ſhal from time to time during two years next enſuing the date of theſe Indentures, do, cauſe, ſuffer and make ſuch aſſurance of his Mannors of M. and S. in the County of D. and of the Advowſon of the Church of A. and of all his Lands, Tenements, Rents, Reverſions, Services and Hereditaments whatſoever in M. and D. in the County of D. in ſuch manner and form as by the ſaid R. W. his Heirs and Aſsigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed or required at the coſts and charges of the ſaid R. W. Now witneſſeth this Indenture, That the ſaid R. W. hath deviſed, that the ſaid F. G. at the term of Saint *Hilary* next enſuing the date above written, ſhall levy and acknowledge one fine, &c. of the ſaid Mannors, Lands, Tenements, Advowſons, and all other the premiſſes,

miſſes, to the ſaid R. W. and his Heires, in due form of Law: which fine ſo to be had, leavied and executed, touching and concerning the ſaid Mannor of M. &c. And all the Lands, Tenements, Meadows, Leaſows, Paſtures and Hereditaments, with the appurtenances, to the ſaid Mannour of M. &c. belonging. The ſaid F. G. for himſelf and his Heirs, doth covenant and grant to and with the ſaid R. W. by theſe preſents, ſhall ſtand and be to the uſe of the ſaid F. G. during his life without impeachment of waſte; and after his deceaſe, to the uſe of the ſaid R. W. and D. his wife, and of the Heirs of the ſaid R. on the body of the ſaid D. lawfully begotten; and for default of ſuch iſſue, to the right Heirs of the ſaid R. W. for ever. And which fine ſo to be leavied & executed touching and concerning all the reſidue of the premiſſes. The ſaid F. G. for him and his Heirs, doth covenant and grant to and with R. W. by theſe preſents, That the ſaid fine ſhall ſtand and be to the uſe of the ſaid F. G. and I. now his wife, and the Heirs of the ſaid F. upon the body of the ſaid I. begotten. And for default of ſuch iſſue, then to the uſe of the ſaid R. W. and D. and of the Heirs of the bodies of the ſaid R. and D. between them lawfully begotten; and for default of ſuch iſſue, then to the right Heirs of the ſaid R. W. for ever. *In witneſſe &c.*

An Indenture of Demiſe of divers Lands &c. in conſideration of a ſum of money, paying a Pepper Corn yearly.

THis Indenture made the third day of *May*, 1649. &c. Between Sir T. B. of D. in the County of &c. Knight and Baronet; and M. H. of D. aforeſaid, Gentleman, Servant to the ſaid Sir T. B. of the one part; and Sir W. T. of C. in the County of N. Knight,

of

of the other part: *Witneſſeth*, That the ſaid Sir T. B. and M. H. as well for and in conſideration of the ſum of &c. of lawfull money of *England* to them in hand paid before th'enſealing and delivery hereof, by the ſaid Sir W. T. whereof and wherewith the ſaid Sir T. B. doth ackuowledge himſelf ſatisfied, contented and paid; and thereof, and of every part and parcel thereof, doth acquit and diſcharge the ſaid Sir W. T. his Heirs, Executors and Adminiſtrators and every of them by theſe preſents; as alſo for divers other good cauſes and conſiderations them hereunto moving, Have demiſed, granted and to farm-letten, and by theſe preſents do demiſe, grant and to farm-let unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, all thoſe ſeverall Cloſes or parcels of Land, Meadow, Paſture and Arable, called or known by their ſeverall names following (That is to ſay) One Cloſe or parcel of ground, called D. containing by eſtimation &c. acres, be the ſame more or leſſe: And one other Cloſe or parcell of Land, called E. containing by eſtimation &c. acres, be the ſame more or leſſe: And one Cloſe or parcell of Land, called C. containing by eſtimation &c. acres, be the ſame more or leſſe &c. All and ſingular which ſaid Cloſes and parcels of Land, are ſcituate, lying and being within the fields, Pariſhes, Precincts and Territories of H. *alias* H. in the County of L. and are part and parcel; or reputed and taken to be part and parcel of the Mannor of H. *alias*, H. aforeſaid: And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Woods, Under-woods, Trees, Buſhes, Fences, Free-bords, Waies, Eaſments, and all other Rights, Juriſdictions, Priviledges, Franchiſes, Liberties, Profits, Conditions, Emoluments and Hereditaments whatſoever, growing, ariſing, being, coming or iſſuing

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ing in, upon or out of the premiſſes, and every part and parcel thereof, or to the ſame or any part thereof belonging or appertaining. *To have and to hold* all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes, and every part and parcel thereof, with their and every of their rights, members and appurtenances unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, from the firſt day of *May*, laſt paſt, before the date hereof, unto the full end and term of one thouſand years from thence next immediatly enſuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly, during the ſaid term, unto the ſaid Sir T. B. his Heirs or Aſſigns, one Pepper-Corn, at the feaſt of Saint *Michael* the Archangel only, if the ſame be lawfully demanded. *And* the ſaid Sir T. B. and M. H. for them, their Heirs and Aſſigns, do jointly and ſeverally covenant, grant and agree to and with the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, and every of them, by theſe preſents. That he the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſſe and enjoy all and ſingular the premiſſes before by theſe preſents demiſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without the lawfull let, ſuit, trouble, eviction, expulſion, interruption or demand of or by the ſaid Sir T. B. and M. H. or the Heirs or Aſſigns of either of them, or of or by any other perſon or perſons, lawfully claiming from, by or under them or any of them, or their or any of their uſes; or by, from or under their or any of their title, eſtate, means or procurement; as alſo acquitted and diſcharged, or within convenient time, after reaſonable requeſt thereof to be made, well and ſufficiently ſaved and kept harmleſſe of and from all

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and all manner of former and other Bargains, Sales, Eſtates, former Leaſes, Titles, Dowers, Rights or Titles of Dower, Joyntures, Uſes, Entailes, Wils, Rent-Charges, Rents, Services, Arrearages of Rents, Statutes, Recognizances, Judgements, Executions, Titles, Troubles, Charges and Demands whatſoever, had, made, done, committed, or wittingly and willingly ſuffered by the ſaid Sir T. B. and M. H. their Heirs or Aſſigns, or any of them; or of or by any other perſon or perſons whatſoever, lawfully claiming by, from or under them or any of them, or to their or any of their uſes, or by their or any of their titles, eſtates, means or procurement. In witneſſe whereof, the parties firſt above named to theſe preſent Indentures, have interchangeably ſet their hands and ſeals the day and year firſt above written.

An Indenture of re-demiſe of the former demiſed premiſſes to the ſame parties, reſerving tho Rent of 250. l. *with a proviſo, that the ſame ſhall ceaſe upon the payment of the ſum of money in the former Demiſe ſpecified.*

THis Indenture made the &c. day of &c. Between Sir W. T. of G. in the County of N. Knight, of the one part; and Sir T. B. of D. in the County of N. Knight and Baronet; and M. H. of D. aforeſaid, in the ſaid County of N. Gentleman, Servant of the ſaid Sir T. B. of the other part: *Witneſſeth*, That the ſaid Sir W. T. as well for and in conſideration of the yearly rent here under reſerved well and truly to be contented and paid in manner and form here under expreſſed. As alſo for divers other good conſiderations him at this preſent thereunto eſpecially moving, Hath demiſed, granted and to farm-letten, and by theſe preſents doth demiſe, grant and to farm-

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let unto the ſaid Sir T. B. and M. H. and the Executors, Adminiſtrators and Aſſigns, of the ſaid Sir T. B. All thoſe ſeverall Cloſes, or parcels of Lands, Meadows, paſtures and arable, called or known by the ſeverall names following (That is to ſay) one Cloſe or parcel of ground, called D. containing by eſtimation &c. acres, be the ſame more or leſſe (and ſo go on, as in the Demiſe) All and ſingular which ſaid Cloſes, and parcels of Lands, are ſcituate, lying and being within the Fields, Pariſh, Precincts and Territories of *H. alias H.* in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of *H. alias H.* aforeſaid. And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of paſture, Waters, Fiſhings, Woods, Under-woods, Trees, Buſhes, Fences, Free-bords, Waies, Eaſments, and all other Rights, Juriſdictions, Priviledges, Franchiſes, Liberties, Profits, Commodities, Emoluments and Hereditaments whatſoever, growing, being, ariſing, coming or iſſuing in, upon or out of the premiſſes, and every part and parcel thereof, or to the ſame or any part thereof belonging. *To have and to hold* all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid Sir T. B. and M. H. & the Executors, Adminiſtrators and Aſſigns of the ſaid Sir T. B. from the firſt of *May* laſt paſt before the date hereof, unto the full end and term of nine hundred ninety and nine years from thence next and immediatly enſuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly, during the ſaid term, unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, at or in the South porch of the Pariſh Church of D. aforeſaid, the ſum of two hundred

hundred and fifty pounds of currant Engliſh money, at two uſuall Feaſts or Terms in the year; that is to ſay, at the Feaſt of *Philip* and *Jacob* and *All Saints*, by even and equall portions. And if it ſhall happen the ſaid yearly rent of &c. or any part or parcel thereof, to be behind and unpaid, after either of the aforeſaid feaſt-daies of payment, in which the ſame ought to be paid, by the ſpace of fifteen daies, that then and from thenceforth it ſhall and may be lawful to and for the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, and every of them, into all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes and every part and parcel thereof, with their and every of their appurtenances, wholly to re-enter, re-poſſeſſe, re-enjoy, have again and detain; as in his or their former eſtate; this Indenture, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding. *Provided* alwaies, and it is covenanted, condeſcended unto, concluded and agreed by and betwixt all the parties to theſe preſents, That if the ſaid Sir T. B. his Executors, Adminiſtrators or Aſſigns, upon half a years warning thereof, by writing under his or their hands before-hand to be given by the ſaid Sir T. B. his Executors, Adminiſtrators or Aſſigns, unto the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſigns, ſhal and will at or on any firſt day of *May* or the Feaſt of *All Saints*, durnig the ſaid term in and hereby demiſed, at or in the place aforeſaid, pay or cauſe to be paid unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, at one whole and entire payment the ſum of five hundred pounds of currant Engliſh money, over and beſide the ſaid rent above reſerved, at ſuch day or daies as before in theſe preſents are limitted and appointed to and for the payment *Proviſo.*

of

of the ſaid rent before reſerved: That then from and after ſuch payment or payments of every of the ſaid ſum or ſums of five hundred pounds, as aforeſaid, endorſed upon both parts of theſe Indentures, and ſubſcribed by the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſigns, for every five hundred pounds that ſhall be paid, as aforeſaid, the full and entire ſumme of fifty pounds of the ſaid two hundred and fifty pounds Rent reſerved, as aforeſaid, ſhall ceaſe and be determined; the ſaid reſervation, or any thing in theſe Indentures contained to the contrary thereof, in any wiſe notwithſtanding. *And* the ſaid Sir W. T. for him, his Executors, Adminiſtrators and Aſſigns, doth covenant, grant and agree to and with the ſaid Sir T. B. and M. H. their Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſigns, ſhall and will within ſix moneths next after the payment of the ſum of two thouſand five hundred pounds, by ſuch payment or payments of five hundred pounds, as aforeſaid, deliver or cauſe to be delivered up unto the ſaid Sir T. B. and the ſaid M. H. their Executors, Adminiſtrators or Aſſigns, or one of them, one Indenture of Demiſe made from the ſaid Sir T. B. and M. H. unto the ſaid Sir W. T. of all and ſingular the premiſſes herein before demiſed, as aforeſaid, bearing date the third day of *May*, in the year of &c. In witneſſe whereof, the parties above named &c.

A Leaſe of a Houſe in London.

THis Indenture made the &c. Between R. R. Citizen, and &c. on the one part, and N. D. Citizen, and &c. on the other part, *Witneſſeth*, that the ſaid R. R. for divers good cauſes and valuable conſiderations him hereunto eſpecially moving, Hath demiſed, granted, betaken and to Farm-letten, and by theſe preſents doth demiſe, grant, betake, and to farm-let unto the ſaid N. D. all that Meſſuage or Tenement, with the appurtenances, lying and being in or near *Fleet-ſtreet* in the pariſh of Saint *Donſtones*, in the weſt, *London*, between the Meſſuage or Tenement there called the F. now in the occupation of P. G. Marchant-Tayler, or his Aſsigones, on the Eaſt ſide, and the Meſſuage or Tenement now in the tenure or occupation of one A. M. widdow, on the Weſt ſide, and abutting upon the Garden adjoyning to the Temple Church, to ward the South, and upon the high ſtreet toward the North, together with all and ſingular Shops, Sellers, Sollers, Chambers, rooms, waies, entries, yards, backſides, houſes, buildings, gutters, water-courſes, eaſements, profits, commodities, & appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining; and alſo all manner of Wanſcot, Glaſſe-windowes, doors and locks, in and upon the ſame Meſſuage or tenement and other the premiſſes before mentioned, to be demiſed belonging; which ſaid Meſſuage, and all and ſingular other the demiſed premiſſes, are now in the tenure or occupation of the ſaid F. D. *To have and to hold* the ſaid Meſſuage, Tenement, Shops, Sellers, Sollers, &c. and all other he aforeſaid premiſſes, with all and ſingular their appurtennaces, before in and by theſe preſents demiſed,

and every part and parcel thereof, unto the ſaid N. D. his Executors, Adminiſtrators, and Aſsigns, from the feaſt day of &c. unto the full end and terme of &c. years from then next enſuing, and fully to be compleated and ended, *Yielding* and paying therefore yearly, during the ſaid term, unto the ſaid R. R, his heirs and aſsigns, the ſum of &c. at four of the moſt uſuall Feaſts or terms of payment in the year (that is to ſay) at the Feaſt of &c. by even and equall portions: *And if* it ſhall happen the ſaid yearely rent of &c. to be behind and unpaid in part or in all, by the ſpace of &c. next over or after any of the ſaid feaſts or daies of payment, in which the ſame ought to be paid as aforeſaid, being lawfully demanded, that then and from thenceforth & at all times afterwards, it ſhall & may be lawfull to and for the ſaid R. R. his heirs and aſsigns & every of them, into the ſaid Meſſuage or Tenement and all other the aforeſaid premiſes, with all and ſingular their appurtenances, before by theſe preſents demiſed or mentioned to be demiſed, and into every part and parcel thereof wholly to re enter, and the ſame to have again, retain, enjoy, and repoſſeſſe, as in his or their firſt and former eſtate or eſtates; and the ſaid N. D. his Executors, Adminiſtrators and Aſsignes, and all other the occupiers and poſſeſſors thereof, thereout and from thence utterly to expell, put out and move, any thing herein before ſpecified ro the contrary in any wiſe notwithſtanding. *And* the ſaid N. D. for himſelf, his Executors, Adminiſtrators and Aſsignes, and for every of them, doth Covenant, poromiſe and grant to and with the ſaid R. R. his Executors, Adminiſtrators and Aſsigns, and to and with every of them, by theſe preſents, in manner

A Covenant to lay out the ſum of &c. on re. pairs and new building the premiſſes within three years

manner and form following (*viz.*) *after the date.* That he the ſaid N. D. his Executors, Adminiſtrators or Aſſigns, or ſome of them at his or their own proper coſts and charges, ſhall and will within the time and ſpace of three years next enſuing the date of theſe preſents, expend and beſtow in and about the new building, repairing or bettering of the premiſſes, hereby demiſed, the value or ſumme of &c. of lawfull money of *England* at the leaſt; *And alſo* ſhall and will, at his and their like coſt and charges, well and ſufficiently repair, uphold, ſuſtain and keep, maintain and amend the ſaid Meſſuage or Tenement and new building to be erected, and all and ſingular other the premiſes with th'appurtenances and every part and parcel thereof, in, by and with all and all manner of needfull and neceſſary reparation whatſoever, from time to time, and at all times hereafter, when and as often as need and occaſion ſhall require, during the ſaid terme hereby granted. *And alſo* all the pavements, privies, ſedges and widdraughts to the ſaid Meſſuage or Tenement belonging ſhall cauſe to be paved, purged, ſcoured, emptied and made clean, as often and when as need ſhall be and require, during the ſaid term of &c. by theſe Preſents granted, and the ſame premiſſes ſo wel and ſufficiently repaired, ſupported, maintained, purged, paved, ſcoured, emptied, made clean and amended; together with the Locks, Keyes, bolts, ſtaples, latches, hooks, hinges, windows, doors, and glaſſe of the ſame premiſſes, ſo well and ſufficiently made, glaſed and amended in the end of the ſaid terme of &c. or other ſooner expiration or determination of this preſent Leaſe, ſhall leave and yield up unto the ſaid R. R. his heirs and Aſſigns. *And alſo* that it ſhall and may be lawfull to and for the ſaid R. R. his heirs, Executors, Adminiſtrators and Aſſignes and e-

very of them, four times or other in every year, yearly during the ſaid terme, to enter and come into, and upon the ſaid Meſſuage or Tenement, and all other the premiſſes with the appurtenances, and into every part and parcel thereof, there to view, ſearch and ſee what defaults, for want of reparations ſhall be found defective and neceſſary to be done in and about the demiſed premiſes or any part thereof, and of all ſuch defaults for want of reparations then and there found to give or leave notice, admonition or warning in writing, to and for the ſaid N. D. his Executors, Adminiſtrators or Aſsigns, for the repairing and amending thereof. And further that he the ſaid N. D. his Executours, Adminiſtrators or Aſsigns, or ſome of them, ſhall and will within one moneth next enſuing every ſuch admonition or warning, left or given as aforeſaid, well and ſufficiently repair and amend the ſame, and ſhall alſo diſcharge and pay all Church duties, Scarvengers wages, watchings, wardings, and all other taxes, impoſitions, duties, and charges which ſhal or may at any time or times hereafter during the ſaid terme, be charged or impoſed upon him the ſaid N. D. his Executors, Adminiſtrators or Aſsigns, for or by reaſon of the premiſſes hereby demiſed or any part thereof. *And laſtly*, the ſaid R. R. for himſelf, his Executors &c. that he the ſaid N. D. his Executors, Adminiſtrators and Aſſignes, and every of them, for by and under the payment of the yearly rent aforeſaid, above in and by theſe preſents reſerved, and under the Covenants, Grants, Articles and Agreements in theſe preſents, conteyned, ſhall and may for and during all the ſaid terme of &c. by theſe preſents granted, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes with th' appurte-

nances,

nances, by these presents demised or mentioned to be demised, and every part and parcell thereof, without any manner of lawfull let, suit, trouble, disturbance or eviction of the said R. R. his Heirs or Assigns, or of any other person or persons whatsoever, by or through his means, assent, consent, right, title or procurement. In witnesse whereof &c.

A Defezance upon a Bond Sued to a Judgement.

THis Indenture made the &c. Between W. R. of &c. on the one part, and I. P. and G. A. of &c. on the other part, witnesseth, That whereas the said I. and G. together with one E. A. of &c. by one obligation bearing date &c. became joyntly and severally bounden unto the said W. R. in the summe of &c. with condition thereupon made for the payment of &c. as by the same obligation and condition thereof at large appeareth; which said sum of &c. or any part thereof, or any thing in lieu of the same, was not paid unto the said W. R. in the said obligation named, nor at any time before nor sithence: By means whereof the said obligation became forfeited: And whereas the said W. R. hath brought several actions of debt in the Kings Majesties Court of Common Pleas at *Westminster* upon the said obligation against the said I. P. and G. A. upon which said Actions, severall Judgements are had and obtained in the said Court: Yet nevertheless the said W. R. is contented & pleased, & doth Covenant that neither he the said W. R. his Execut. Adm. or Assigns nor any other of them, shall at any time before &c. take out any Execution, or Executions upon the said Judgements or either of them. *And* further, the said W. R. doth &c. that if the said I. P. and A. G. or either of them

Not to take out execution untill &c.

To acknowledge ſatisfaction on payment.

them &c. do pay &c. That then he the ſaid W. R. his Executors, or adminiſtrators ſhall upon requeſt made, and at the charges of the ſaid I. H. and G. A. &c. acknowledge ſatisfaction upon Record, of and for the ſaid ſeveral Judgements: And ſhall alſo deliver unto them the ſaid &c. the ſaid Obligation to be cancelled: And the ſaid I. P. and G. A. to be thereof, and of the ſaid ſeverall Judgements diſcharged. *In witneſſe &c.*

An Indenture of Partition, where one had a greater ſhare then the other, for which a ſum was paid, &c.

THis Indenture made &c. Between I. H. &c. on the one part, and I. M. &c. on the other part, *Witneſſeth*, That the ſaid I. H. and I. M. are and do now ſtand ſeized in their demeaſne as of fee in Common & undevided, of and in one Meſſuage or Tenement, and one Yard land thereunto belonging; now or late in the tenure of &c. ſcituate &c. It is (now to the end a perpetual partition and diviſion ſhall be had and made between the ſaid parties, of and in the ſaid &c. and other the premiſſes aforeſaid) Covenanted, concluded and agreed by and between the ſaid parties, to theſe preſents in manner and form following. *And* firſt, the ſaid I. H. for himſelf &c. that he the ſaid I. M. his Heirs and Aſſignes ſhall from henceforth have, hold, and peaceably enjoy in ſeveralty to him and to his Heires for ever, to his and their own proper uſe and behoof, the one moity or half part of the ſaid Meſſuage or Tenement, and one yard land with the appurtenances, that is to ſay &c. And that he the ſaid I. H. nor his Heirs, ſhall from henceforth claim

claim or demand any Right, Title, Uſe or poſſeſſion in or to the ſame or any part thereof, but that the ſaid I. H. and his Heires and Aſſigns, ſhall at all time and times hereafter, from all Actions, Right, Title and demand thereof, or thereunto be utterly excluded, and for ever debarred by theſe preſents. *And* the ſaid I. M. for himſelf &c. that he the ſaid I. H. his Heirs and Aſſigns, ſhall from henceforth have, hold and peaceably enjoy in Severalty to him the ſaid I. H. his Heirs and Aſſignes for ever, to his and their own proper uſe and behoof: The other moity or halfe part of the ſaid Meſſuage &c. And that the ſaid I. M. nor his Heirs, ſhal not from henceforth claim &c. (*Ut ſupra*) And in conſideration of the ſaid portions; and foraſmuch as the part and portion by theſe preſents alotted and aſſigned to the ſaid I. H. and his Heirs, were at the enſealing hereof, of more and greater value then the ſaid part and portion before alotted and aſſigned to the ſaid I. M. and his Heire, he the ſaid I. H. hath at the enſealing and delivery of theſe preſents well and truly paid to the ſaid I. M. the ſum of &c. the receipt whereof the ſaid I. M doth hereby acknowledge, and thereof and of every part thereof, doth acquit, exonerate and for ever diſcharge the ſaid I H. &c. by theſe preſents. In witneſs whereof &c.

A Grant of a Rent reſerved by Leaſe.

THis Indenture made the &c. Between W. B. of &c. and A. B. of &c. *Witneſſeth*, That whereas the ſaid W. B. by his Indenture of Leaſe bearing date the &c. (reciting the Leaſe) as in and by the ſame recited Indenture of Leaſe &c. *Now this Indenture* further Witneſſeth, That the ſaid W. B. for and in conſideration of a certain competent ſumme of &c. *Hath* demiſed, granted, bargained and to farm letten,

and by theſe preſents doth demiſe, grant and to farmle t unto the ſaid A. B. the Reverſion and remainder of the ſaid Shop, warehouſe, Chambers and other the premiſſes by the ſaid Indenture of Leaſe demiſed, Together alſo with the ſaid yearly Rent of &c. thereby reſerved, and the counter-part of the ſame Indenture of Leaſe under the hand and ſeale of the ſaid &c. *To have*, hold, poſſeſſe and enjoy the ſaid Reverſion and Rent of &c. and every part thereof unto the ſaid A. B. his Executors, Adminiſtrators and Aſsigns, from the day of the date of theſe preſents forwards, for and duriug all the reſidue of the aforeſaid term of &c. yet to come and un-expired: *Yielding* and paying therefore yearly during the ſaid terme, unto the ſaid W. B. his Executors or Aſſigns, at the Feaſt of &c. only one Pepper-corn, if the ſame ſhall be lawfully demanded. *And* the ſaid W. B. for himſelf &c. that he the ſaid W. B. at the time of the enſealing and delivery of theſe preſents, is the true, perfect and lawfull owner and poſſeſſor of the ſaid demiſed reverſion and rent; And is at the enſealing and delivery of theſe preſents, lawfully and abſolutely poſſeſſed thereof. And that he the ſaid W. B. hath full power, good right, true title and lawfull Authority, to demiſe and grant the ſaid Reverſion and rent of &c. unto the ſaid A. B. his Executors, Adminiſtrators and Aſsigns, for and during all the reſt and reſidue of the ſaid term of &c. in manner and form aforeſaid, according to the true intent and meaning of theſe preſents. *And* further that the ſaid W. B. his Heirs, Executors, Adminiſtrators and Aſsigns and every of them from time to time and at all times hereafter, during the ſaid term, ſhall and will clearly exonerate, acquit, diſcharge, ſave and keep harmleſſe as well the ſaid A. B. his Executors, Adminiſtrators and Aſsigns,

as

as the ſaid demiſed Reverſion and Rent, of and from all former and other bargains, ſales, gifts, grants, Leaſes, forfeitures, titles, claims, demands and Incumbrances whatſoever. And moreover, the ſaid W. B. for himſelf &c. that the ſaid yearly Rent of &c. ſhall continue, remaine and be from henceforth, during the reſt and reſidue of the ſaid Terme yet to come and unexpired, beforementioned, due and payable unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, according to the ſaid Indenture of Leaſe, and the tenour, effect and true meaning of theſe preſents. In Witneſſe &c.

Note that the Tenant muſt attorne, or nothing paſſeth &c.

An Annuity or yearly Rent-charge.

THis Indenture made &c. Between A. B. of &c. Gentleman on the one part, and C. D of &c. on the other part, Witneſſeth, that the ſaid A. B. for and in conſideration of the ſumme of &c. to him in hand paid, before the enſealing and delivery hereof by the ſaid C. D. the receipt whereof he the ſaid A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate and for ever diſcharge the ſaid C. D. his Executors &c. by theſe preſents hath given, granted and confirmed, and by theſe preſents doth give, grant and confirm unto the ſaid C. D. one Annuity or yearly rent-charge of &c. to be had, taken, perceived and received, and to be iſſuing and going out of and in all and ſingular the Meſſuages, Lands Tenements and Hereditaments whatſoever of the ſaid A. B. as well in &c. as elſwhere within the Realm of

England

England, to be paid at four Feasts, or termes in the year, that is to say, at the &c. by even and equal portions; the first payment thereof to be made and begin on the &c. *To have*, *hold*, receive, perceive, take and enjoy the said Annuity or yearly rent-charge of &c. unto the said C. D. his Executours, Administratours or Assigns, to be paid at the four Feasts aforesaid, in form before declared, from the day of the date of these presents, unto the full end and term of &c. *And* if it shall happen the said Annuitie or yearly rent of &c. to be behind and unpaid in part or in all after any of the said Feast-dayes or termes of payment thereof as aforesaid, in which it is appointed to be paid, That then and so often as the same, or any part thereof, shall be so behind and unpaid, the said A. B. granteth and agreeth for himself, his Heirs, Executours, Administratours and Assigns, to and with &c. that it shall and may be lawfull to and for the said C. D. his Executours, Administratours and Assigns and every or any of them, into all and singular the said Messuages, Lands, Tenements and Hereditaments of the said A. B. as well in &c. aforesaid, as elsewhere within the Realm of *England*, to enter and distrain both for the Annuitie aforesaid, and the Arrearages thereof (if any be) and the distresse & distresses there from time to time found and taken, to bear, lead, drive, take and carry away, & the same to with-hold, detain, keep and impound; untill of the same Annuitie or yearly rent-charge of &c. and the Arrearages thereof (if any such shall be) the said C. D. his &c. be fully satisfied, contented & paid. And the said A. B. hath put the aforesaid C. D. in full possession of the said Annuity or yearly rent-charge of &c. in form as aforesaid (to be had, received and taken) by the delivery and payment of the sum of &c. which the said A. B. hath at the ensealing and de-

delivery of theſe preſents given and delivered unto the ſaid C. D. in name of poſſeſſion of the ſaid Annuity; And the ſaid A. B. for himſelf &c. that the ſaid A. B. his &c. ſhall and will from time to time and at all times during the ſaid terme of &c. well and truly pay or cauſe to be paid to the ſaid C. D. his &c. or ſome of them, the ſaid Annuity or yearly rent of &c. in manner and forme aforeſaid, and according to the true intent and meaning of theſe preſents. In Witneſſe whereof &c.

An Indenture of Apprentiſhip.

THis Indenture Witneſſeth, That E. B. Son of I. B. late of &c. of his free and voluntary will hath put himſelf apprentice to R. W. C. and &c. the ſcience or trade which he now uſeth to be taught, and with him after the manner of an apprentice to dwell and ſerve from the Feaſt of &c. unto the full end and terme of &c. from thence next enſuing and &c. By all which terme of &c. the ſaid apprentice, the ſaid R. B. well and truly ſhall ſerve, his ſecrets ſhall keep cloſe, his commandments, lawfull and honeſt every where, he ſhall gladly doe; hurt to his ſaid Maſter he ſhall not doe nor ſuffer to be done, to the value of twelve pence or more by the year, but ſhall let it if he may, or elſe immediately admoniſh his ſaid Maſter thereof; The goods of his ſaid Maſter he ſhall not inordinately waſte, nor them to any body lend. At Dice or at any other unlawfull game he ſhall not play, whereby his Maſter may incur any hurt; Fornication in the houſe of his ſaid Maſter, nor elſewhere he ſhall not commit; Matrimony he ſhall not contract: Taverns he ſhall not frequent, with his own proper goods or any others during the ſaid terme, without the ſpeciall licenſe of his

his Master he shall not Merchandize, from the service of his said Master day nor night he shall not absent or prolong himself; but in all things as a good & a faithfull apprentice, shall bear and behave himself towards his said Master and Mistris and all his, during the term aforesaid. *And* the said R. B. to his said apprentice the Science or Art which he now useth, shall teach and inform, or cause to be taught or informed the best way that he may or can: And also shall find to his said apprentice Apparrel, Meat, Drink and bedding, and all other necessaries meet and convenient for an Apprentice, for and during the terme aforesaid. In Witnesse &c.

A Bargain and Sale of a Mannor.

THis Indenture made &c. Between I. H. of &c. and R. B. of &c. Esquires, of the one part: And W. P. of &c. on the other part: *Witnesseth*, That whereas T. H. of &c. Father of the said I. H. by his Writing or Deed indented, bearing date the &c. in the sixteenth year of &c. for the considerations therein expressed, did demise, grant, set and to farm-let unto the said I. H. his said Son &c. All those three yard lands, with th'appurtenances, in W. aforesaid: being, or being accounted to be the antient Demeasn Lands of the Mannor of VV. heretofore purchased by the said T. H. of R. S. Esquire: And also all that his yard and half yard of land lying in VV. aforesaid, then lately purchased of one H. H. with all Hades, Leyes, Banks, Lot-grass, Commons, Profits, VVayes, Easements, Commodities and appurtenances &c. thereunto belonging: And all that Dove-house, Close & new Orchard in VV. aforesaid, to the said &c. belonging or appertaining, or therewith used, occupied or enjoyed, as in &c. (except &c.) *To have and to hold* the said three

three yard Lands, Close, Orchard and all other the premisses (except before excepted) unto the said I. H. his Executours and Assigns, for and during and unto the full end and term of &c. from thenceforth next and immediatly ensuing, if the said T. H. should so long live, for and under the &c. payable, as by the said writing or Deed indented, relation being thereunto had, more at large it will and may appear. *And* whereas further the said T. H. by one other VVriting or Deed indented, bearing date &c. for and in consideration of the natural love and Fatherly affection that he the said T. H. did bear to the said I. H. and to the Children of the said I. H. being his Grandchildren, and for the setling of the Mannors, Lands, Tenements and Hereditaments (in the said Deed indented expressed) in his name and bloud did in and by the said last mentioned Deed indented, covenant and grant for himself and his Heirs, to and with the said I. H. and his Heirs, that the said T. H. and his Heirs, should and would immediatly from thenceforth stand and be seized of and in all that the Mannor or reputed Mannor of W. in the County of O. & of and in all that the capital Messuage of W. in the County of O. wherein the said T. H then dwelt; with all and singular their and every of their Rights, Rents, Quit-rents, Members and appurtenances whatsoever: And of and in all those three yard Lands, called or known by the name of the Ancient Demeasne Lands of the said Mannor. And of and in all that yard and half of Land, lying in VV. aforesaid, which the said T. H. had lately purchased, as aforesaid is expressed. And of and in all singular Messuages, Lands, Tenements & Hereditaments of the said T H in W. aforesaid, the Advowson of the Church of W. aforesaid, (excepted) To the use and behoof of the said T. H. for and during his natural life, without impeachment

of

of or for any manner of waite; and after his deceaſe to the uſe and behoof of the ſaid I. H. and his Heirs for ever, as by the ſaid laſt mentioned Indenture acknowledged and inrolled in His Majeſties high and honourable Court of Chauncery, more at large it will and may appear. By force and vertue of which ſaid recited Indenture of Leaſe, he the ſaid I. H. is in and upon the ſaid premiſſes entered, and was and is by force of the ſaid recited Indenture, and by force of the Statute made the &c. in the &c. for the transferring of uſes into poſſeſsions, as well of the ſaid term of threeſcore years, as of the ſaid remainder expectant, after the death of the ſaid T. H. poſſeſſed and ſeized. And he the ſaid I. H. being ſo of the ſaid premiſſes poſſeſſed and ſeized, did afterwards by his Indenture bearing date &c. and enrolled in the high Court of Chauncery for the conſiderations therein expreſſed, Give, grant, bargain, ſell, aſsign, ſet over and confirm unto the ſaid R. B. his Executors &c all and ſingular the before mentioned premiſſes, with their appurtenances, and every part and parcel thereof, as in and by the ſaid laſt mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which ſaid bargain and ſale was and is upon condition, that if the ſaid I. H. &c. ſhould or did pay &c. on the &c. at or in the &c. unto the ſaid R. B. his &c. That then the ſaid Indenture of bargain and ſale to be voyd; as in and by one Indenture made between the ſaid I. H on the one part; and the ſaid R. B. on the other part, bearing date &c. to which reference being had, more at large it doth and may appear. *Now* this Indenture further witneſſeth, That the ſaid I. H and R. B. for and in conſideration of the ſum of &c. to them by the ſaid W. P. before the ſealing and delivery of theſe preſents, well and truly in hand paid, whereof and wherewith

with the ſaid I. H. and R. B. doe acknowledge themſelves to be fully ſatisfied, contented and paid, and thereof, and of every part and parcell thereof &c. *Have* granted, bargained, ſold, aſſigned, ſet over and confirmed, and by theſe preſents doe fully, clearly and abſolutely grant, bargain, ſell, aſſign, ſet over and confirme unto the ſaid W. P. his &c. not onely the ſaid recited Indenture of Leaſe, and all their eſtate, right, title, intereſt and term of years therein yet to come and unexpired: But alſo all the ſaid Mannor of W. and capitall Meſſuage in the ſaid County of O. with the appurtenances: Together with the ſaid three yard Land, called by the name of the Antient Demeaſne Lands of the ſaid Mannor: And alſo all that yard and half of Land in W. aforeſaid, which the ſaid T. H. purchaſed of the ſaid H. H. as aforeſaid: And alſo all and ſingular Out-houſes, Barns, Stables, Dove-houſes, Yards, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Under-woods, Water, Water-courſes, Fiſhings, Waies, Eaſments, Profits, Commodities and Hereditaments whatſoever, to the ſaid Mannor of W. and other the premiſſes aforeſaid, or to any part or parcell thereof belonging, or in any wiſe appertaining, or therewithall now uſed, occupied or enjoyed as part, parcell or member thereof, and all the Lands, Tenements and Hereditaments whatſoever, to the ſaid I. H. belonging, lying and being in W. aforeſaid, and the ſaid remainder expectant upon the death of the ſaid T. H. and all and every other reverſion and reverſions, remainder and remainders of the ſaid bargained premiſſes, and of every part and parcel thereof; and the rent and rents, and yearly profits whatſoever, reſerved upon whatſoever Demiſe, Leaſe, Eſtate or Grant, Demiſes, Leaſes, Eſtates or Grants heretofore made of the before bargained premiſſes,

or

or any part or parcell thereof. Together with all Evdences, Charters, Eſcripts, Monuments and Writings touching or concerning the premiſſes which he the ſaid I. H. hath or may come by without ſuit in Law. *To have and to hold* the ſaid Mannor of W. Lands, Tenements, and all and ſingular other the premiſſes above mentioned to be hereby bargained and ſold, with the appurtenances, and every part and parcel thereof, and all the eſtate, right, title, intereſt, term and terms of years, reverſion, remainder, claim and demand whatſoever of the ſaid I. H. and R. B. and of either of them, or any other perſon or perſons whatſoever, in and to the ſame, unto the ſaid W. P. his Heirs, Executors, Adminiſtrators and Aſſigns, to the ſole and proper uſe and behoof of the ſaid W. P. his Heirs &c. for ever. And the ſaid I. H. and R. B. for themſelves ſeverally and reſpectively, and for their ſeverall and reſpective Heirs &c. all and ſingular the before bargained premiſſes, with their appurtenances, and every part and parcell thereof, unto the ſaid W. P. his Heirs, Executors, Adminiſtrators and Aſſigns, to the uſe and behoof aforeſaid, ſhall and will warrant, and forever defend by theſe preſents. *In witneſſe &c.*

An Indenture of a Defezance for the making void of all former Statutes, payment of a ſum of &c. and performance of Covenants &c.

THis Indenture made the &c. Between A. B. of &c. on the one part; and E. A. of &c on the other part: *Witneſſeth.* That whereas the ſaid E. A. in and by one recognizance or writing obligatory, of the nature of a Statute Staple, lately made and provided for the recovery of debts, bearing date &c. taken, ſcaled, acknowledged and entred into before Sir T. R. Lord

Lord Cheif Juſtice of *England*, is and ſtandeth bound unto the ſaid A. B. in the ſum of &c. payable, as in and by the ſaid Recognizance or Writing obligatory, of the force of a Statute ſtaple, more fully and at large it doth and may appear. It is now nevertheleſſe covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of theſe preſents, and of the parties hereunto is, and the ſaid A. B. is contented and pleaſed, That if the ſaid E. A. his Heirs, Executors or Aſſigns, do or ſhall at or before the &c. diſcharge and duely make void upon Record, as well all and every Satutes Marchant, and of the Staple; as alſo all Recognizances heretofore acknowledged and entred into by the ſaid E. A. either by himſelf alone or jointly with any other perſon or perſons (the Statute above recited onely excepted) And thereof bring, beliver and leave certificates under the hands of the Clerks of the ſeverall Offices, or their Deputies in that behalf, at or in the &c. to and for the ſaid A. B. his Executors or Aſſigns. at or before the &c. day of &c. next enſuing. *And* alſo if the ſaid E. A. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the ſaid A. B. his Heirs or Aſſigns, or to ſome or one of them, the full ſum of &c. at or in &c. in manner and form following (That is to ſay) the ſum of &c. on the &c. and the ſum of &c. on the &c. in full ſatisfaction and payment of the ſum of &c. And alſo if the ſaid E. A. his Heirs, Executors and Aſſignes, do and ſhall well and truly obſerve, perform, fulfill, accompliſh and keep all and ſingular the Covenants, Grants, Articles and agreements which on his and their parts and behalfs are or ought to be obſerved, performed, fulfilled, accompliſhed and kept, comprized and ſpecified in one pair of Indentures, hear-

ing date &c. made between the ſaid E.A. of the one part; and the ſaid A.B. on the other part, according to the true intent & meaning of the ſaid Indentures: That then the ſaid Recognizance or Writing obligatory above recited or mentioned, ſhall be utterly void and of none effect, otherwiſe the ſame ſhall ſtand and abide in full force &c.

A Releaſe of Lands upon performance of Articles.

TO all Chriſtian people &c. E.I. &c. ſendeth greeting in our Lord God everlaſting. *Know* ye, that I he ſaid E.I. as well in conſideration of the full performance of certain covenants and agreements mentioned and expreſſed in one pair of Indentures bearing date &c. laſt paſt &c. made between me the ſaid E.I. on the one part: And Sir H.W. &c. As alſo for divers other good cauſes and conſiderations &c. *Have* remiſed, releaſed and for ever quit-claimed, and by theſe preſents do for me, my Heirs & Aſſigns, and every of us, freely, clearly and abſolutely remiſe, releaſe and for ever quit-claim unto the ſaid Sir H.W. his Heires and Aſſigns for ever, in his and their ful and peaceable poſſeſſion, ſeizin and being, all the eſtate, right, title, intereſt, poſſeſſion, reverſion, claim and demand whatſoever which I the ſaid E.I. now have, may, might or ought to have, or which I or my Heirs at any time hereafter ſhall or may have, might or ought to have or claim of, in or to all thoſe the Rectories of B &c. And alſo of, in and to all and ſingular Meſſuages, Mils, Lands, Tenements &c. to the ſaid &c. belonging or appertaining. *To have and to hold* the ſaid Rectories &c. unto the ſaid Sir H.W. his Heirs and Aſſigns, to his and their own proper uſe and behoof for ever; ſo as neither I the ſaid E.I. nor my Heirs, ſhall or may at any time hereafter ask, claim,

claim, challenge or demand any right, title, interest, claim or demand whatsoever, of, in or to the premisses before mentioned, or of, in or to any part or parcel thereof, but thereof and therefrom shall be utterly debarred, and for ever secluded by these presents. *And* I the said E. I. and my Heirs, the said Rectories, and all and singular other the premisses above mentioned, with their appurtenances, unto the said Sir H. M. his Heirs and Assigns, to the uses and behoofs aforesaid, against me the said E. I. and my Heirs, and against my Father I. I. and W. E. my Uncle, their and either of their Heirs and Assigns, or of any other person or persons whatsoever, claiming by, from or under me, them or any of them, shall and will warrant and forever defend by these presents. *In witnesse &c.*

A Convayanee in Fee-simple of a House and Land, &c.

THis Indenture made the &c. Between G C. of &c. on the one part; and H. H. of &c. and S. his Wife, on the other part: *Witnesseth*, That the said G. C. for and in consideration of the sum of &c. to him at and before the ensealing and delivery of these presents well and truly in hand paid by the said H. H. and S. his Wife, whereof and wherewith he the said G. C. doth acknowledge himself &c. *Hath* granted, aliened, bargained, sold and confirmed, and by these presents doth fully, clearly and absolutely grant, alien, bargain, sell and confirm unto the said H. H. and S. his wife, All that Messuage or Tenement, scituate or being in T. in the County of S. now in the tenure or occupation of the said G. C. or of his Assignee or Assignees, and three Acres of Land or thereabouts, lying on the backside of the said house, be it more or

leſſe; and all Barns, Staples, Orchards, Gardens, buildings and other hereditaments to the ſame belonging or appertaining, or with the ſaid houſe or Tenements commonly uſed, occupied or enjoyed, or which are accepted, reputed or taken to be part, parcell or member of the ſame, and now in the tenure or occupation of him the aforeſaid G.C. his Aſſignee or Aſſignees, with all Commons, and Common of paſture whatſoever to the ſame belonging; and alſo all thoſe two Cottages or Tenements in T. aforeſaid, ſtanding together, adjoyning to the ſaid Meſſuage or Tenement, and one parcell of ground adjoyning to the ſaid Cottages, which ſaid Cottages and parcell of ground laſt mentioned doe contain by eſtimation, on that ſiide towards the Kings high ſtreet, twenty yards of ground or thereabouts, aud on that ſide towards the Garden, now or late of the ſaid G. C. thirteen yards of ground or thereabouts, and now are in the ſeverall tenures and occupations of M. I. and F. L. and the Reverſion and reverſions, remainder and remainders, rents and yearly profits whatſoever of all and ſingular the ſaid premiſſes and every part and parcell thereof, Together with all and ſingular Deeds, Evidemces and writings touching or concerning onely the premiſſes or any part thereof. *To have* and to hold the ſaid Meſſuage or Tenement, and the ſaid three acres of Land and the ſaid two cottages or Tenements, and the ſaid parcell of Land adjoyning to the ſaid cottages and other the premiſſes with their appurtenances before by theſe preſents bargained and ſold, or mentioned or intended to be hereby granted, aliened, bargained, ſold and confirmed, and every part and parcell thereof, unto the ſaid H.H. and S. his Wife and to the heirs and Aſſigns of the ſaid H. H. to the only proper uſe and behoof of the ſaid H.H. and S. his

wife

wife, and of the heirs aad aſſigns of the ſaid H. H. for ever. And the ſaid G. C. for himſelf &c, that he the ſa'd G. C. for and notwithſtanding any act done by him the ſaid G. C. to the contrary at the time of the enſealing & delivery of theſe preſents, is and ſtandeth lawfully and rightfully ſeized in his demeaſne as of feeſimple, in his own right, & to his own right uſe, without any condition, limitatiõ or other *uſe* or *truſt* to alter, change or determine the ſame eſtate of & in the ſaid Meſſuages, Lands Tenements, Cottages and premiſſes before mentioned, to be hereby granted, bargained and ſold, and of and in every part and parcell thereof; and that he the ſaid G. C. for and notwithſtanding any act done by him to the contrary, now hath, and at the time of the firſt eſtate to be had and executed to the ſaid H. H. and S. according to the intent aad true meaning of theſe preſents ſhall have full power, juſt right, and lawfull Authority to grant, bargain and ſell the ſame, and every part and parcel thereof, with the appurtenances unto the ſaid H. H. and S. and the heirs and aſſigns of the ſaid H. H. in manner and form as is before in theſe preſents expreſſed. And that the ſame Meſſuages or Tenements, Lands, Cottages, and premiſſes and every part and parcell thereof with th'appurtenances, ſhall from henceforth for ever remain and continue unto the ſaid H. H. and S. his Wife, and to the heirs and Aſſigns of the ſaid H. H. freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former bargaines, ſales, gifts, grants, Dowers, Joyntures, Leaſes, Rents, charges, Rents, ſeck arearages or Rents annuities, uſes, entails, Statutes, Merchant, and of the Staple Judgments, forfeitures, Executions, intruſions, and incumbrances, whatſoevever, and of and from all other charges, titles,

troubles and incumbrances whatsoever, had, made, commited, or wittingly or willingly, suffered or done by the said G. C. or by any other person or persons whatsoever, lawfully claiming, by from or under him the said G. C. or by his means, assent, privity or procurement (the rents and services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premisses, for and in respect of his or their Seignorie of Selgnoires onely excepted and fore prized) And further that he the said G. C. and his heirs and Assigns, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the cost and charges in the Law of the said *H. H.* and S. his wife, or of the heirs and Assigns of the said *H. H.* make, suffer, doe, knowledge and execute, or cause to be made, done, knowledged, suffered and executed, all and every such further lawfull and reasonable act and acts, thing and things, devise and devises, conveyances and assurances in the Law whatsoever, for the further more perfect and better assuring and sure-making of the premisses before mentioned, to be hereby bargained and sold, and of every part and parcel thereof, unto the said *H. H.* and S. his Wife, and to the heirs and Assigns of the said *H. H.* for ever. Be it by fine or fines, feofement or feofements, recovery or recoveries, with single or double Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled; the enrolment of these presents, Release, confirmation with warranty of the said G. C. and his heirs, onely against him the said G. C. and his heirs, or otherwise, or without warranty, or by all, every or any of the said waies or means, or by any other waies or meanes which by the said *H. H.* &c. or his or their Councell learned in the Law shall be reasonably devi-

sed,

ſed, adviſed or required, So as the ſame do not contain or extend unto any further warranty, then againſt him the ſaid G. C. his Executors or Aſſigns, or againſt any further Act or Acts, then as aforeſaid; And ſo as neithet he nor they that make ſuch further aſſurance, be compelled or compellable to travell further then the Cities of *London* and *Weſtminſter*, for the doing, making or executing of ſuch further aſſurances, and coveiances as aforeſaid. *And laſtly*, it is agreed by and between the ſaid parties, to theſe preſents: That all and every the ſaid aſſurances and conveiances ſo as aforeſaid, hereafter to be had of the premiſſe; ſhal be and ſhall be eſteemed and taken to be to the only uſe of them the ſaid *H. H.* & S. his wife, and of the heirs and Aſſigns of the ſaid *H.* H. for ever, and to no other uſe, intent or purpoſe whatſoever, any thing in theſe preſents contained to the contrary hereof in any wiſe notwithſtanding. In Witneſſe whereof &c.

A Joynture to the Wife made before Marriage.

THis Indenture made &c. Between I. C. the younger of &c. on the firſt part, and I. C. the elder &c. on the ſecond part, and R. W. of &c. on the third part, Witneſſeth, That the ſaid I. C. the younger, for and in conſideration of a Marriage (by Gods grace) intended, and ſhortly to be had and ſoleminized between the ſaid I. C. the younger, and A. the daughter of T. C. of &c. And that the ſaid A. may be provided of a ſufficient Joynture, in caſe ſhe ſhall ſurvive the ſaid I. C. the younger, and for divers other good cauſes and conſiderations, him the ſaid I. C. the younger, hereunto eſpecially moving. Doth for himſelfe, his Heirs, Executors and Adminiſtrators, covenaur,

promiſe and grant to and with the ſaid I. C. the elder, and R. W. their Executors &c. and to and with every of them by theſe preſents, that he the ſaid I. C. the younger, ſhall and will, before the end of Eaſter Terme now next &c. before the Juſtices (of our Soveraign Lord the King) of his Majeſties Court of Common Pleas at *Weſtminſter*, or ſome other perſon or perſons thereunto lawfully and ſufficiently authoriſed, acknowledge and leavy one Fine (*Sur comiſance de droit comme ceo que illis ont de ſon done*) with proclamation thereupon to be made according to the common courſe of Fines in that behalfe made and provided, unto the ſaid I. C. the elder and R. W. and their heirs, or to the heirs of one of them, of, in and upon all that Meſſuage or Tenement wherein T. B. Vintner, now dwelleth, and whereof he the ſaid I. C. the younger, is ſeized in his Demeaſne as of Fee in his own proper right, commonly called or known by the &c. ſcituate &c. And of all the Shops, Sellers, Sollers, Chambers, Rooms, Eaſments, Commoditles and Appurtenances to the ſaid Meſſuage or Tenement belonging, or to or with the ſame uſe, occupied and enjoyed, or reputed or taken, as part, parcel or member of the ſame, or as belonging thereunto, by ſuch name and names, and in ſuch manner and form, as by the ſaid I. C. the elder, and R. W. or their Councell learned in the Law, ſhall be reaſonably deviſed and adviſed, or required at the only proper coſts and charges in the Law, of the ſaid I. C. the younger, the true intent and meaning of which ſaid Fine ſo to be leavied and executed of the ſaid premiſſes, between the ſaid parties is to be, and ſo ſhall be conſtrued, intended and adjudged, to be to the uſe and behoof of the ſaid I. C. the younger during his naturall life, without impeachment of or for any manner of waſte; and after his deceaſe, to the uſe and

and behoof of the ſaid A. &c. for and during the term of her natural life without impeachment &c. and after her deceaſe to the uſe and behoof of the heirs of the body of the ſaid I. C. the younger, on the body of the ſaid A. lawfully to be begotten, and for default of ſuch iſſue, to the right heirs of the ſaid A. for ever. Provided alwaies that if the ſaid Marriage ſhall not take effect, nor be had and ſolemniſed between the ſaid I. C. the younger, and the ſaid A. T. before the &c. next enſuing &c. That then the ſaid Fine ſo to be made, levied and acknowledged of the ſaid Meſſuage and premiſſes aforeſaid, ſhall be, and ſhall be taken, deemed, adjudged and conſtrued to be to the uſe of the ſaid I. C. the younger and to his heirs and aſſigns for ever, any thing herein contained to the contrary &c. In Witneſſe &c.

A LEASE to try a Title.

THis Indenture made &c. Between T. A. and R. M. &c. of the one part, and W. M. of &c. on the other part: Witneſſeth, That the ſaid T. A. and R. M. for divers good cauſes and conſiderations &c. have demiſed, granted &c. and by theſe preſents do &c. unto the ſaid W. M all that their Scite of &c. and all houſes, Edifices, buildings, barns, ſtables, orchards, gardens, eaſments and commodities thereunto belonging or appertaining, To have and to hold the ſaid &c. and all other the demiſed premiſſes with the appurtenances, and every part and parcell thereof, unto the ſaid W. M. his &c. from &c. unto the end and term of &c. from thence next &c. Yielding &c. unto the ſaid &c. their &c one P. &c. if it be demanded. In witneſſe &c.

A Bargain and Sale of a Houſe in London.

THis Indenture made &c. Between R. B. of E. in the County of N. Eſquire, of the one part; and I. H. of L. Eſquire, of the other part: *Witneſſeth*, That the ſaid R. B. for and in conſideration of the ſum of &c. of lawfull &c. to him in hand paid before the ſealing and delivery of theſe preſents by the ſaid I. H. whereof he the ſaid R. B. doth acknowledge the receipt; and thereof, and every part and parcel thereof, doth clearly acquit & diſcharge the ſaid I. H. his Heirs and Aſſigns, and every of them for ever by theſe preſents: *Hath* given, granted, bargained, ſold, aliened, infeoffed and confirmed, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, alien, infeoffe and confirm unto the ſaid I. H. his Heirs and Aſſigns for ever: All that Meſſuage or Tenement, with th'appurtenances, commonly called or known by the name of &c. now or late in the tenure or occupation of one W. S. &c. or of his Aſſignee or Aſſignees, ſcituate, lying and being in &c. Together with all and ſingular Shops, Cellers, Sollers, Chambers, Rooms, Entries, Wayes, Paſſages, Yards, Back-ſides, Lights, Water-courſes, Eaſments, Profits, Commodities and Hereditaments whatſoever, to the ſaid Meſſuage or Tenement now or at any time heretofore belonging or appertaining; or therewith now or heretofore demiſed, uſed, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, or of any part thereof: And the reverſion and reverſions, remainder and remainders of all and ſingular the premiſſes, and of every part and parcel thereof: And the rents and yearly profits of all and ſingular the ſame premiſſes, and of every part and parcel thereof. And alſo all and ſingular Deeds, Evi-

Evidences, Charters, Letters, Pattents, Exemplifications of Records, Counterparts of Leaſes, Writings, Eſcripts & Monuments touching and concerning the before bargained premiſſes, and every part and parcel thereof. *To have and to hold* the ſaid Meſſuage or Tenement, Shops, Cellers, Sollers, Chambers, and all and ſingular other the premiſſes, with their and every of their appurtenances, before by theſe preſents bargained and ſold, or meant, mentioned or intended to be hereby granted, bargained and ſold, and every part and parcel thereof, unto the ſaid I. H. his Heirs and Aſſigns, to the onely uſe & behoof of him the ſaid I. H. his Heirs and Aſſigns for ever. And the ſaid R. B. for himſelf, his Heirs, Executours and Adminiſtratours, and for every of them, doth covenant, promiſe and grant to and with the ſaid I. H. his Heirs, Executours, Adminiſtratours and Aſſigns, and to and with every of them by theſe preſents, in manner and form following (That is to ſay) That he the ſaid R. B. at the time of the enſealing hereof is, and untill the firſt executing of an eſtate to the ſaid I. H. his Heirs and Aſſigns, by force of theſe preſents ſhall ſtand and be lawfully ſeized to him, his Heirs and Aſsigns, of and in the before bargained premiſſes, and of and in every part and parcel thereof, of a good, ſure, lawfull, abſolute and indefeazable eſtate of inheritance in Fee-ſimple, without any condition, limitation, uſe or other thing to determine, alter or change the ſame. And alſo that he the ſaid R. B. now hath full power, good right, lawfull authority and true title to grant, alien, bargain, ſell and confirm the before bargained premiſſes, and every part and parcel thereof, unto the ſaid I. H. his Heirs and Aſsigns, in manner and form aforeſaid, and according to the true intent and

That he is ſeized in Fee-ſimple, and hath power to ſell.

and meaning of these presents. And the said R. B. for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant, promise and grant to and with the said I. H. his Heirs, Executors and Assigns by these presents, that the said Messuage or Tenement, Shops, Cellers, Sollers &c. and all other the premisses above by these presents mentioned to be bargained and sold, and every part and parcel thereof, on the day of the date hereof, and from time to time, and at all times hereafter for ever shall be, remain & continue to the said I. H. his Heirs and Assigns, to the only proper use and behoof of him the said I. H. his Heirs and Assigns for ever, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. B. his Heirs or Assignes, sufficiently saved and kept harmlesse of and from all and all manner of former Bargains, Sales, Joyntures, Dowers, Leases, Annuities, Rents, Charge-rents, Seck-arrearages of Rents, Statutes Merchant and of the Staple Recognizances, Judgements, Executions, Intrusions, Issues, Fines, Amerciaments, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by the said R. B. his Heirs or Assigns, one Lease heretofore made by T. P. of &c. unto the before named W. S. of the said Messuage or Tenement and premisses for the term of &c. whereupon the yearly rent of &c. is reserved: Which said yearly rent from henceforth during the residue of the said term, shall be due, payable and paid to the said I. H. his Heirs and Assigns (only excepted and foreprized) And also that he the said I. H. his Heirs and Assigns, shall and may from henceforth for ever, peace-

That the premisses are discharged from Incumbrances.

For quiet enjoying.

peaceably and quietly have, hold, uſe, occupie, poſ-
ſeſſe and enjoy the ſaid Meſſnage or Tenement, Shops,
Cellers, Sollers, and all other the premiſſes above by
theſe preſents mentioned to be bargained and ſold,
and every part and parcel thereof; and the rents,
iſſues and profits thereof, ſhall and may receive and
take without the let, interruption or contradiction
of the ſaid R. B. his Heirs or Aſsigns, or of any other
perſon or perſons, claiming from, by or under him,
them or any of them, or by his or their means, right,
title, conſent, privity or procurement. And fur-
ther, the ſaid R. B. doth covenant,
promiſe and grant for him, his Heirs, *For further*
Executours and Adminiſtratours, to *aſſurance.*
and with the ſaid I. H. his Heirs and
Aſsigns, and to and with every of them by theſe pre-
ſents, That he the ſaid R. B. and his Heirs, and all
and every other perſon or perſons, having or claiming
or which ſhall or may have, claim or pretend to have
any manner of eſtate, right, title or intereſt, into or
out of the before bargained premiſſes, or any part or
parcel thereof, by, from or under the ſaid R. B. ſhall
and will from time to time, and at all times hereafter
during the time and ſpace of &c. next enſuing the
date of theſe preſents, upon every reaſonable requeſt,
and at the coſts and charges in the Law of the ſaid
I. H. his Heirs or Aſsigns, do, make, acknowledge,
execute and ſuffer, or cauſe to be made, done, ac-
knowledged, executed and ſuffered all and every
ſuch further act and acts, thing and things, aſſurances
and conveyances in the Law whatſoever, for the fur-
ther more better and perfect aſſurance, ſurety and
ſure-making of the ſaid Meſſuage or Tenement, Shops,
Cellers, Sollers and all other the premiſſes, with the
appurtenances above by theſe preſents mentioned to
be bargained and ſold unto the ſaid I. H. his Heirs
and

and Assigns for ever; be it by fine or fines, with proclamation, recovery or recoveries, with double or single Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, the inrolment or acknowledgment of these presents, release, confirmation with warranty against the said R. B. and his Heirs, or without warranty, or by all or any, or as many of the waies, means and devises aforesaid, or by any other wais or means whatsoever, as by the said I. H. his Heirs or Assigns, or by his or their Councel learned in the Law, shall be reasonably devised or advised and required, And also it is agreed by and between the said parties to these presents, that all and every the said conveyances and assurances so, as aforesaid, hereafter to be had, made, levyed or executed of the before bargained premisses, and every or any part or parcel thereof, shall be and inure, and shall be esteemed, adjudged and taken to be and inure to the only use and behoofe of him the said I. H. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever; any thing in these presents contained to the contrary thereof in any wise notwithstanding. *In witnesse &c.*

A short Lease of a House in London.

THis Indenture made &c. Between N. H. of &c. Gentleman, on the one part; and I. C. of &c. of the other part: *Witnesseth*, That the said N. H. for divers good causes and valuable considerations him hereunto especially moving, Hath demised, granted and to farm-letten, and by these presents doth demise, grant and to farm-let unto the said I. C. his Executors Administrators &c. Al that Messuage or Tenement of him the said N. H. scituate, lying and being in &c. containing these severall rooms following (That is to say)

one

one Kitchin on the ground, two litle rooms or chambers over the ſame Kitchin, and three other little rooms over the ſaid two laſt mentioned rooms &c. together with all wayes, entries, paſſages, lights, eaſements, water-courſes, profits, commodities and appurtenances whatſoever, to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining, or therewith now uſed, occupied or enjoyed. *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes before by theſe preſents demiſed or mentioned to be demiſed, with the appurtenances, and every part and parcel thereof, unto the ſaid I. C. his &c. from the Feaſt-day of &c. unto the full end and term of &c. from thence next enſuing, and fully to be compleat and ended: *Yielding* & paying therefore yearly, during the ſaid term, unto the ſaid N. H. his Executors, Adminiſtrators &c. the rent or ſum of &c. of lawfull &c. at the four moſt uſual Feaſts or Terms in the year (That is to ſay) at the Feaſts of &c. by even and equall portions, or within fourteen dayes next enſuing every of the ſame Feaſts: *And* if it ſhall happen the ſaid yearly rent of &c. to be behind and unpaid, in part or in all, by the ſaid ſpace of fourteen dayes next enſuing, after any of the ſaid Feaſts on which the ſame ought to be paid, as aforeſaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it ſhall and may be lawfull to and for the ſaid N. H. his Executors, Adminiſtrators &c. into the ſaid Meſſuage or Tenement, and into every part and parcel thereof, wholly to re-enter, and the ſame to have again, retain and re-poſſeſſe, as in his and their firſt and former eſtate; any thing aforeſaid to the contrary thereof in any wiſe notwithſtanding. And the ſaid I. C. for himſelf, his Executours,

Re-entry upon non-payment of the rent.

tours, Adminiſtratours and Aſsigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid N. H. his Executors and Aſsigns, and to and with every of them by theſe preſents, in form following (That is to ſay) That he the ſaid I. C. his Executours, Adminiſtratours and Aſſigns, or ſome of them, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of &c. hereby granted, well and ſufficiently repair, ſupport, uphold, maintain, amend and keep the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, and every part and parcel thereof, in, by and with all and all manner of needfull and neceſſary reparations and amendments whatſoever; And the Pavements, Privies and Widraughts belonging to the premiſes, ſhall cauſe to be paved, purged, emptied and ſcoured: And the ſame premiſſes, and every part thereof, ſo well and ſufficiently repaired, upholden, maintained, glazed, purged, emptied, paved, kept and amended in the end of the ſaid term, or other ſooner expiration or determination of this preſent Leaſe, peaceably and quietly ſhall leave, ſurrender and yield up unto the ſaid N. H. his Executours and Aſſigns. And the ſaid N. H. doth for himſelf, his &c. covenant, promiſe and grant to and with the ſaid I. C. his &c. and to and with &c. that he the ſaid I. C. his &c. paying the rent and performing the Covenants before in & by theſe preſents mentioned and reſerved, ſhall or may lawfully, peaceably and quietly have, hold, uſe, occupie, poſſeſſe and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, with their appurtenances, and every part and parcel thereof, without any manner of let, ſuit, trouble, diſturbance, eviction or interruption of the ſaid N. H. his &c. or any of them, or of any other perſon or perſons what-

whatſoever, claiming from, by or under him, them or any of them, or by his or their means, act, title, conſent, privity or procurement. *In witneſſe, &c.*

An Indenture of Covenants for paſſing of a recovery in the Common Pleas, to cut off an Entail.

THis Indenture made &c. Between E. C. of &c. of the one part; and W. O. and I. H. of &c. of the other part: *Witneſſeth*, That it is covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents; and the ſaid E. C. doth covenant and grant to and with the ſaid W. O. and I. H. that he the ſaid E. C. ſhall and will permit and ſuffer the ſaid W. O. and I. H. to purchaſe & ſue forth out of his Majeſties high Court of Chauncery a Writ of Entery ſur diſſeiſin en le poſt, returnable before the Juſtices of the Common Pleas at *Weſtminſter*, at ſome certain day of return in Eaſter Term next coming; by which Writ the ſaid W. O. and I. H. ſhall demand againſt the ſaid E. C. all that Meſſuage, Tenement or Farm with th'appurtenances ſcituate &c. and late were in the poſſeſſion of &c. and alſo all that Cloſe of paſture ground, commonly called &c. containing &c. and all that Cloſe of paſture &c. and alſo all and ſingular Lands, Tenements, Rents, Reverſions, Services, Commons, Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular the appurtenances to the premiſſes, or any part or parcel thereof belonging, or in any wiſe appertaining, by ſuch name and names, and in ſuch manner and form, and by ſuch number and quantity of acres, as by the ſaid W. O. and I. H. or the ſurvivor of them, or the Councel learned of them, ſhall be deviſed or adviſed; to which Writ the ſaid E. C. ſhall appear perſonally, or by Atturney, in the ſaid

Court of Common Pleas, and enter into the ſa d warranty and imparl, and ſhall after depart in contempt of the Court: ſo as a good and perfect recovery ſhall and may be had in due form and order of Law of the ſaid Meſſuages, Lands &c. and all other the premiſſes, with th'appurtenances, according to the uſual courſe of common Recoveries for aſſurance of Lands and Tenements in the ſaid Court of Common Pleas; and that a Writ of *habere fac: ſeiſinam* ſhall be thereupon awarded, executed and returned accordingly. And it is further condeſcended unto and agreed by and between all the ſaid parties to theſe preſents, That as well the ſaid Recovery ſo to be had and executed, as aforeſaid; As alſo all and every other Recovery or Recoveries, Conveyances and aſſurances whatſoever, which before the Feaſt of &c. ſhall be had and executed by and between the ſaid parties to theſe preſents, or any of them, of the ſaid Meſſuages, Lands, Tenements and Hereditaments, and all and every other the premiſſes, with the appurtenances, or of any part or parcel thereof, by what name or names ſoever the ſame ſhall be ſo had and executed; and the full force and execution of them, and of every of them, ſhall be and enure, and ſhall be conſtrued, adjudged and taken to be and enure to the onely uſe and behoof of the ſaid W. O. his &c. for ever. And the ſaid W. O. and I. H. and the ſurvivor of them, and the Heirs of the ſurvivor of them, ſhall for ever from thenceforth ſtand and be ſeized thereof, and of every part thereof, to the onely uſe and behoof of the ſaid W. O. his Heirs and Aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever. *In witneſſe, &c.*

An Aſſignment of a Leaſe.

THis Indenture made &c. Between P. S. of &c. and M. his Wife and Executrix of the laſt Will and Teſtament of I. C. late of &c. deceaſed, on the one part; and W. W. of &c. Yeoman, on the other part: *Witneſſeth*, That whereas T. M. of &c. in and by one Indenture of Leaſe bearing date &c. for the conſiderations therein mentioned, did demiſe, grant and to farm-let unto the ſaid I. C. &c. (reciting the Grant) as in and by the ſaid recited Indenture of Leaſe, amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, That the ſaid P. S. and M. his Wife, as well for and in conſideration of the ſum of &c. to them in hand paid before th'enſealing and delivery of theſe preſents by the ſaid W. W. whereof they do acknowledge the receipt; and thereof, and of every part and parcel thereof, do acquit, exonerate and for ever diſcharge the ſaid W. W. his &c. by theſe preſents, Have given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents do give, grant &c. unto the ſaid W. W. his &c. all that parcel of ground or garden plat, with th'appurtenances before mentioned, and all Houſes, Edifices, Buildings &c. and all the eſtate, right, title, intereſt, poſſeſſion, term of years to come, claim and demand whatſoever, which they the ſaid P. S. and M. his Wife, or either of them, now have or hath, may, might, ſhould or in any wiſe ought to have or claim of, in or to the ſaid parcel of ground and garden plat, and other the premiſſes, with th'appurtenances, and every or any part or parcel thereof, by force and virtue of the ſaid Indenture of Leaſe. *To have and to hold,* *Habend.*

the ſaid parcels of ground or garden plat, and all Houſes, Edifices and Buildings thereupon, or upon any part or parcel thereof, now ſtanding or being: And alſo the ſaid recited Indenture of Leaſe, and all the eſtate, right, title, intereſt, term of years: and all and ſingular other the premiſſes, with the appurtenances, before in and by theſe preſents bargained, ſold, aſſigned and ſet over, or mentioned or intended to be hereby given, granted, bargained, ſold, aſſigned and ſet over, and every part & parcel thereof, unto the ſaid W. W. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſes and behoofs, during the reſidue of the ſaid term, in and by the ſaid Indenture of Leaſe granted, and therein now to come and unexpired, in as large, ample and beneficial manner, to all intents, conſtructions and purpoſes, as they the ſaid P. S. and M. his Wife, or either of them, now have or hath, may, might, ſhould or in any wiſe ought to have and enjoy the ſame, by force and virtue of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever. And the ſaid P. S. and M. his Wife, for themſelves, their Executours, &c. and for either of them & either of their &c. doth covenant &c. that the ſaid recited Indenture of Leaſe &c. at the time of the enſealing and delivery of theſe preſents, is a good, ſure, perfect and indefeazable Leaſe in the Law, of & for the ſaid parcel of ground or garden plat, & premiſſes hereby demiſed, & ſo ſhall ſtand, remain, continue and be unto the ſaid W. W. his Executors, &c. to his and their own proper uſes & behoofs for, and during all the term of years thereby granted, and yet to come and unexpired, under the Rents and Covenants therein mentioned or contained. And alſo that the ſaid W. his &c. and every of them, under the Rents, Covenants, Articles and Agreements in the ſaid recited Indenture of Leaſe contained, ſhall

or

or may for and during all the reſt and reſidue yet to come and unexpired of the ſaid Term in the ſaid recited Indenture of Leaſe contained, lawfully, peaceably and quietly have, hold, uſe, occupie, poſſeſſe and enjoy the ſaid parcel of ground or garden plat, and all other the premiſſes, with th'appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the ſaid P. S. and M. his Wife, or either of them, their or either of their Heirs, Executors or Aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming or to claim any eſtate or intereſt in the premiſſes, or any part thereof, by, from or under him, them or any of them, diſcharged alſo of and from all former Bargains, Sales, Gifts, Surrendors, Forfeitures and Re-entry, Rents, Arrearages of Rents, Charges & Incumbrances done or to be done by the ſaid P. S. and M. his Wife, or either of them, or by any other perſon or perſons whatſoever, lawfully claiming from, by or under him, them or either or any of them, as aforeſaid; or by his, their, either or any of their means, act, title, intereſt, forfeiture or procurement, the Rents and Covenants in the ſaid recited Indenture of Leaſe herein before mentioned and expreſſed, onely excepted and foreprized. *In witneſſe, &c.*

An Aſſignment of the Moity of a Houſe and Goods, with good Covenants.

TO all Chriſtian people to whom &c. R. B. of L. &c. Executor of the laſt Will and Teſtament of R. R. late of L. deceaſed; and P. K. Citizens &c. ſend greeting in our Lord God everlaſting. Whereas W. T. of &c. by his Indenture of Leaſe dated &c. for the conſideration therein mentioned, did demiſe, grant and to farm-let unto the ſaid P. K. his &c. all

that the Meſſuage or Tenement, called &c. ſcituate and being &c. together alſo with all the Goods and Utenſils of Houſhould-ſtuffe, then being in & belonging to the ſaid Meſſuage or Tenement mentioned and compriſed in a Schedule to the ſaid Indenture annexed: To have and to hold &c. as in and by the ſaid &c. And whereas the ſaid P. K. by Deed pole dated &c. for the conſiderations therein expreſſed, did demiſe &c. the ſaid laſt mentioned Indenture &c. and all his eſtate &c. of, in and to the ſaid &c. unto the ſaid R. R. the eſtate and intereſt of which ſaid R. R. of, in &c. did after come to the ſaid R. B. as Executor of the laſt Will and Teſtament of the ſaid R. R. And the ſaid R. B. being thereof poſſeſſed by the means aforeſaid, did by Indenture dated &c. for the conſiderations &c. grant, bargain &c. the Moity of the ſaid &c. unto I. C. of &c. And the ſaid I. C. by Deed pole dated &c. did make over the ſaid Moity of the ſaid &c. unto A. B. Inne-keeper &c. and the other Moity of and in the ſame &c. now remaining in the ſaid R. B. and P. K. or one of them; together with the whole right, title &c. Now know ye, that we the ſaid R. B. and P. K. for and in conſideration of &c. Have given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents &c. unto the ſaid R. M. the ſaid laſt mentioned Moity of the ſaid Meſſuage or Tenement, with th'appurtenances, called the &c. aforeſaid: And alſo all our right, title and intereſt of, in and to the ſaid Moity of the ſaid Goods and Chattels before mentioned, thereunto belonging, and every part and parcel thereof: As alſo all the eſtate, right, title, intereſt, term and terms of years, property, claim and demand whatſoever, which we the ſaid R. B. and P. K. or either of us, now have, may, might, ſhould or in any wiſe ought to have and enjoy of, in or to the ſaid Meſſuage or Tenement, called &c. and

of,

of, in or to the Moity of the ſaid Goods and Chattels thereunto belonging: Together with all Writings, Leaſes, Counterparts of Leaſes, Eſcripts and Monuments touching & concerning the ſame premiſſes, in as large and ample manner as we, or either of us, now have or may hold the ſame by force and vertue of the ſaid ſeverall Indentures before mentioned, or any thing therein contained, or otherwiſe howſoever. *To have and to hold* all and ſingular the before bargained premiſſes with their appurtenances, and every part and parcel thereof, unto the ſaid R. M. his *&c* to his and their own proper uſes and behooſs as fully, and in as large and ample manner and form, as we the ſaid R. B. and P. K. or either of us, now have, may, might, ſhould or ought to have and enjoy the ſame. And we the ſaid R. B. and P. K. for us and either of us, and either of our Heirs &c. and for every of us, do covenant, promiſe &c. that we the ſaid R. B. and P. K. or one of us (at the time of the enſealing and delivery of theſe preſents) are or is the very true and right owners and poſſeſſors, or owner and poſſeſſor of the premiſſes hereby before mentioned to be bargained and ſold, with th'appurtenances, and every part and parcel thereof, for and during all the reſt and reſidue of the ſaid ſeverall terms yet to come and unexpired in the ſaid ſeverall recited Indentures of Leaſe; and that we, or one of us, have or hath full power and good right, true title and abſolute Authority to give, grant, bargain, ſell, aſſigne and ſet over the ſaid premiſſes hereby bargained and ſold, with their and every of their appurtenances, unto the ſaid R. M. his &c. in manner and form aforeſaid. And alſo that all and ſingular the ſaid premiſſes hereby mentioned to be bargained and ſold, with their and every of their appurtenances, and every part and parcel thereof, at the time of the enſealing and delivery of theſe pre-

ſents, are and be, and ſo at all times hereafter from henceforth during all the reſt and reſidue of the ſaid ſeverall terms, in and by the ſaid ſeverall recited Indentures of Leaſe granted, ſhall be, remain and continue unto the ſaid R. M. his &c. free and clear, and freely and clearly, acquitted, exonerated and diſcharged or otherwiſe well and ſufficiently ſaved and kept harmleſſe of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Fines, Forfeitures, Rents, Arearages of Rents, cauſe and cauſes of forfeitures, and re-entry; and of and from all other Titles, Troubles and Incumbrances whatſoever, heretofore had, made, commited, ſuffered or done by us the ſaid R. B. and P. K. or either of us, our Executors &c. or any of us, in any manner or wiſe howſoever, And ſo ſhall be during all the reſt and reſidue of al and ſo many years as are yet to come and unexpired of the ſaid ſeverall terms, in and by the ſaid ſeverall recited Indentures of Leaſe granted, according to the true intent and meaning of theſe preſents (the ſeverall Rents, Payments, Covenants and Agreements in the ſaid ſeverall recited Indentures of Leaſe reſpectively comprized and ſpecified, which from henceforth on the Tenants and Leaſſees parts and behalfs, are or ought to be obſerved, performed, fulfilled and kept, according to the true meaning of the ſaid ſeveral recited Indentures of Leaſe; and the Moity or one half part of the yearly rent of &c. reſerved for certain Rooms and Chambers belonging to the &c. now in the occupation of &c, Which Moity of the ſaid rent is formerly ſold aad releaſed unto the ſaid A. B. his &c. onely excepted and foreprized) any thing in theſe preſents contained &c. *In witneſſe &c.*

An Aſſignment of a Leaſe in truſt, whereof the Aſſignor is to take a further eſtate in the premiſſes.

THis Indenture made *&c.* Between Sir A. C. of *&c.* on the one part; and E.H. and C.D. of *&c.* on the other part, *Witneſſeth*: That whereas Sir I.D. *&c.* by his Indenture of Leaſe bearing date the *&c.* (*reciting the Grant and Habend.*) as in and by &c. Now this Indenture further witneſſeth, that the ſaid Sir A. C. for and in conſideration of the truſt hereafter mentioned, and for divers other good cauſes and conſiderations him there unto moving, hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth grant, bargain *&c.* unto the ſaid E.H. and C. D. their Executors, Adminiſtrators and Aſſigns, and to the ſurvivor of them the ſaid E.H. and C.D. and to the Executors, Adminiſtrators and Aſſigns of the ſurvivor of them all *&c.* (mentioning all that is aſſigned and ſet over) *To have and to hold* the ſaid Lordſhip *&c.* and all other the premiſſes, with all and ſingular their appurtenances before by theſe preſents bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid E. H. and C. D. their Executors, Adminiſtrators and Aſſigns, and to the ſurvivor or ſurvivors of them the ſaid E. H. and C. D. and to the Executors, Adminiſtrators and Aſſigns, of the ſurvivor of them all *&c.* (*mentioning all that is aſſigned &c.*) Nevertheleſſe upon this truſt and confidence in them, and every of them repoſed, that they the ſaid E.H. and C.D. or the ſurvivor of them, or the Executors *&c.* of the ſurvivor of them, ſhall and will at all times hereafter, and from time to time upon reaſonable requeſt to them or any of them to be made, and at the coſts and charges in the Law of the ſaid Sir A. C. his Executors *&c.* reſign, convey and aſſure, all and ſingular the before bargained premiſſes, and every part and parcell thereof, unto ſuch perſon or perſons, their

their Executors &c. as by the ſaid Sir A. C. his Executors &c. ſhall be nominated and appointed in ſuch manner and forme, as by the ſaid Sir A. C. his Executors &c. or his, or their Councell learned in the Law, ſhall be reaſonably deviſed, or adviſed, and required, and upon further truſt and confidence, that they and every of them, ſhall and will, upon the like requeſt to be made, do and performe all and every lawful Act and Acts, thing and things whatſoever, for the extinguiſhment of this preſent bargaine, ſale, and aſſignment of the premiſſes above mentioned, as by the ſaid Sir A. C. his Executors &c. or by his or their Councell learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *In witneſs &c.*

An Aſſignment of a Judgement.

THis Indenture made &c. Between M. M. &c. on the one part. and R. T. &c. on the other part, *Witneſſeth:* That whereas the ſaid M. M. hath recovered a Judgement, in his Majeſties Court of Common-Pleas at *Weſtminſter* in *Hilary* Terme, Anno. &c. againſt E. G. for xx l. debt, beſides coſts of ſuit as by the Records of the ſaid Court more at large may appear; Now the ſaid M. M. for good conſiderations him moving, hath bargained, ſold, aſſigned and ſet over, and by theſe preſents doth bargain, ſell, aſſign and ſet over unto the ſaid R. T. his Executors, &c. as well the ſaid Judgement, and all and every ſum and ſums of money therein mentioned, and contained; As alſo, all benefit and advantage, which ſhall or may be had, obtained or gotten, by reaſon or means of the ſaid Judgement, or any proceſſe, or Execution thereupon to be had, ſued out, or Executed: *To have and to hold*, the ſaid Judgement, ſum and ſums of money, benefit, advantage and other the premiſſes aforeſaid, unto the ſaid R. T. his &c. to his and

their

their own proper uſes and behoofs, in as ample manner, as he the ſaid M. M. his Executors or Aſſignes, might or could have and enjoy the ſame, if theſe preſents had never been had or made; and the ſaid M. M. his Executors &c. ſhall and will juſtifie, maintain and avow, all and every lawfull act, and thing, that ſhall be done in or about the premiſſes, without releaſing or diſcharging the ſame: So as there be no further benefit taken, then onely the due debt, intereſt and charges; And that all the benefit which ſhall be obtained or gotten upon the ſaid Judgement, ſhall wholly remaine and be, unto the ſaid R. T. his Executors &c. to his and their own proper uſes and behoofs, without any accompt or other thing, to be therefore yielded or done unto the ſaid M. M. his &c. *In witneſſe &c.*

An Aſſignment of an Annuity.

TO all Chriſtian people &c. I I. W. of &c. Gentleman ſend greeting in our Lord God everlaſting; Whereas I. G. Citizen &c. by his Deed Indented, bearing date &c. for the conſideration therein mentioned, did give, grant and confirme unto me the ſaid I. W. one Annuity or yearly Rent or pention of &c. to be iſſuing and going out of all and ſingular the Meſſuages or Tenements, Lands and premiſſes of the ſaid I. G. ſcituate and being in &c. for the terme of the naturall life of me the ſaid I. W. as in and by the ſaid Deed indented (amongſt divers other Covenants, Grants, Articles and Agreements therein contained) more fully and at large it doth and may appear: *Now* know ye that I the ſaid I. W. for good conſiderations me moving, have aſſigned and ſet over, and by theſe preſents do aſſign and ſet over unto S. L. of &c. the ſaid Annuity or yearly pention of &c. *To have*

have and to hold the ſaid Annuity or yearly Rent of, &c. aforeſaid unto the ſaid S. L. and her aſſigns, in as large and ample manner and form as I the ſaid I. W. may or ought to have and enjoy the ſame by force of the ſaid Deed indented, or any thing therein contained (together with the ſaid Deed intented) *In witneſſe &c.*

A *Releaſe from one uſed in Truſt.*

TO all Chriſtian penple, &c. R. M. of &c. ſendeth greeting in our Lord God everlaſting: Whereas C. G. and T. T. for and in conſideration of a certain ſumme of money to them paid, by I. L. of &c. by their Indenture of bargain and ſale, bearing date, &c. did grant, bargain, and ſell unto the ſaid I. L. and R. M. their Heirs and Aſſigns for ever; all that their third part in three parts equally to be divided, of all that their Meſſuage or Tenement called, &c. with the appurtenances ſcituate, &c. late in the tenure of, &c. And alſo all that their third part in three parts equally to be divided, of all that their Mine of Coales opened or to be opened; or to be gotten or digged, within the Grounds or Lands to the ſaid Meſſuage or Tenement, called, &c. belonging or appertaining, or in any part or parcel thereof, as by the ſame Indenture among divers other Covenants and Agreements more at large it doth & may appear: all which premiſſes in the ſaid Indenture ſpecified, ſo ſold and granted to the ſaid I. L. and R. M. as aforeſaid, was before and at the enſealing of the ſaid Indenture, intended and meant to be to the onely uſe and behooſe of the ſaid I. L. and his Heirs, and to no other uſe or purpoſe whatſoever: *Now know ye*, that I the ſaid R. M. for and in regard of the truſt and confidence in me repoſed by the ſaid I. L. have remiſed,

remiſed, releaſed, and for ever quit-claimed, and from me and my Heirs do by theſe preſents remiſe, releaſe, & for ever quit-claim unto the ſaid I. L. and his Heirs, All my right, intereſt, eſtate, title and demand which heretofore I have had, or now have, of and in the ſaid premiſſes, in the ſaid Indenture ſpecified, or in any part and parcell thereof. *In witneſſe &c.*

A Surrender of a Leaſe for lives, for the obtaining of a new Leaſe.

TO all &c. I A. S. &c. ſend greeting &c. Whereas I the ſaid A. now am and ſtand lawfully ſeized, and poſſeſſed of a Leaſe for term of my life to me made and granted by &c. bearing date, &c. of and in &c. All which premiſſes are ſcituate, &c. and are of the yearly value of &c. as by the ſaid Indenture of Leaſe, relation &c. *Now know ye*, that I the ſaid A. haue granted and ſurrendred, and by theſe preſents do fully and abſolutely grant and ſurrender unto the ſaid &c. his Heirs and Aſſigns, the ſaid Meſſuage &c. demiſed by the ſaid &c. to me the ſaid A. by the ſaid recited Indenture of Leaſe as aforeſaid, and all the eſtate, right, title, intereſt, terme of life, and demand whatſoever, of me the ſaid A. of, in and to the ſaid Meſſuage and other the premiſſes with the appurtenances, and of, in and to every of them, and every part and parcell thereof, by force and vertue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever: Together alſo with the ſaid Indenture of Leaſe, *To* the intent nevertheleſſe, and upon condition that the ſaid &c. may by his Indenture of Leaſe, make a new demiſe and grant of the premiſſes to I. H. and C. his wife and N. their ſon, for terme of their naturall lives, and the life of the longeſt liver of them ſucceſſively, or otherwiſe,

wiſe, as ſhall be thought convenient, and for and under the yearly Rent; and under ſuch proviſoes, covenants and articles, as ſhall be thought fit therein to be compriſed. *In witneſſe, &c.*

A Revocation of a Suit.

TO all &c. I A. B. ſend greeting &c. Whereas an action hath been brought at the Commou Law in my name, againſt P. F. upon a Bond, wherein the ſaid P. F. and one W. D. became bound unto me in the ſum of &c. on the &c. as by the ſame obligation &c. *Now know ye*, that I the ſaid A. B. do by theſe preſents revoke and withdraw the ſaid action and ſuit brought againſt the ſaid P. F. upon the ſaid obligation, and all proceedings thereupon had in my name; and do alſo countermand al Letters of Atturney, and other authorities whatſoever, by me heretofore made, or given to any perſon or perſons, for the proſecution of any action or ſuit upon the ſaid Bond; And do alſo ſignifie and declare that my will and pleaſure is, that no action or ſuit ſhal at any time hereafter be brought or commenced againſt the ſaid P. F. and W. D. nor either of them, nor their, nor either of their Heirs &c. upon the ſaid obligation. *In witneſſe &c.*

A Releaſe for waſte done.

TO all &c. W. S. of &c. ſendeth greeting in our Lord God everlaſting: Whereas I. S. of &c. being poſſeſſed of a Leaſe of divers years yet to come, of and in one parcell of Wood-ground, commonly called &c. ſcituate &c. containing &c. being parcell of the poſſeſſion of W. S. *&c.* aforeſaid; And whereas the ſaid I. S. for the better advantage to himſelf, and for the encreaſe of his own yearly

yearly profit, to be made of the ſame Wood-ground and for the better and more profitable manuring of the ſaid ground, hath for that purpoſe cut down, and grubbed up divers Trees in & upon the ſaid parcel of Wood-ground, and hath converted the ſame ground into Tillage, whereby a far greater Annuall profit is, and yearly advantage will be made thereof, then if the ſame ſhould continue Wood-ground, which in time to come, will turn to the better benifit and advantage of the ſaid W. S. and his Heirs, after the end and determination of the ſaid Leaſe, made to the ſaid I. S. yet notwithſtanding the ſaid I. S. is ſubject and liable to be queſtioned and troubled by action to be commenced againſt him, both for the waſte he hath committed for cutting down roots, and for not preſerving of the ſaid Woods, according to the Covenants compriſed in his ſaid Leaſe, Now know ye, that the ſaid W. S. &c. for and in conſideration of &c. and for divers good cauſes, &c. hath for himſelf, his Heirs Executors &c. remiſed, releaſed, and quit-claimed, and by theſe preſent doth clearly, and abſolutely remiſe, releaſe, and quit-claim unto the ſaid I. S. &c. All and all manner of actions of waſte, and all manner of Suits for any waſtes or ſpoiles done or committed by him the ſaid R. S. in the ſaid Wood, and Wood-ground called, &c. aforeſaid, until the date of theſe preſents; And all, and all, manner of actions of covenants, and other actions, ſuits, or demands, concernings, covenants, proviſoes, or agreements for not cutting down, or grubbing up the ſame woods, or under-woods, heretofore cut and grubbed up. *In Witneſſe*, &c.

A Leaſe of Errours

BE it known &c. That I A. B. &c. have remiſed, releaſed, quit-alaimed and diſcharged, and alwayes for me my Heirs, Executors, Adminiſtrators and every of them, for evermore do quit-claim and diſcharge unto C. D. of &c. all and all manner of errour and errours, cauſe and cauſes of errour and errours, miſpriſions, miſentries, and erroneous proceedings whatſoever, had, made, committed, omitted, ſuffered or done, in all, every or any plaint, plea, proceſſe, Judgement and Execution whatſoever, had, made &c. by the ſaid &c. againſt me the ſaid A. B. in any of the King's Majeſties Courts of Records at any time, from the beginning of the world &c. *In witneſſe &c.*

A Diſcharge of an Apprentice from his Service.

TO all &c. I F. W. of &c. ſend greeting &c. Whereas M. N. by his Indenture bearing date, &c. did put himſelf Apprentice to me for the terme of &c. commencing &c. as by the ſaid Indenture may appear: Now know ye, that I the ſaid F. W. for good conſiderations me thereunto moving, doe by theſe preſents clearly and abſolutely diſcharge and ſet free the ſaid M. N. of and from my ſervice, ſo as neither I nor any for me ſhall or may at any time hereafter, aske, claim or demand any ſervice of the ſaid M. N. by vertue of the ſaid Indenture or otherwiſe; And alſo I do hereby remiſe and releaſe unto the ſaid M. N. all actions, cauſe and cauſes of actions, ſervice and demands whatſoever, which I now have or hereafter may have againſt him, by reaſon of any act whatſoever, from the beginning of the world untill the

the day of the date of theſe preſents. *In witneſſe whereof &c.*

A Letter of Atturney, to receive money due upon a Bond.

KNow all men by theſe preſents, that I T. A. of &c. have aſſigned, ordained and made, and in my ſtead and place, by theſe preſents, put and conſtituted my truſty and wel-beloved friend I.B. of &c. my true and lawfull Atturney, for me and in my ſtead and name, but to the uſe and behoof of him the ſaid I. B. to take, recover and receive of W. S. of &c. O. T. of &c. and L. M. of &c. the ſumme of &c. due unto me for non payment of the ſum of &c. of like money, on the twentieth day of &c. laſt paſt, before the date of theſe preſents, as by one Obligation with condition there under written, bearing date &c. in the year &c. it doth and may more plainely appear; giving, and by theſe preſents granting unto my ſaid Atturney, my full power and lawfull authority in the premiſſes, to do, ſay, perform, conclude and finiſh, for me and in my name as aforeſaid, all and every ſuch act and acts, thing and things, deviſe and deviſes in the Law whatſoever, for the recovery of all the debts aforeſaid, as fully, largely and amply in every reſpect, as I my ſelf might or could do if I were perſonally preſent; And upon the receipt thereof acquittances or other diſcharges for me and in my name to make, Seal and Deliver, ratifying, allowing and holding firm and ſtable, all and whatſoever my ſaid Atturney ſhall lawfully do or cauſe to be done, in or about the execution of the premiſſes, by vertue of theſe preſents. *In witneſſe &c.*

A Letter of Atturney, to enter upon Lands, and deliver a Leaſe.

KNow all men &c. that I, R. R. of &c. have made ordained, conſtituted and appointed and by theſe preſents do make, ordain, conſtitute and appoint T. C. of &c. my true and lawfull Atturney for me, and in my ſtead and name to enter and come into and upon the Farm and Lands of T. in the pariſh of &c. in the County of &c. now in the tenure or occupation of K. T. or of his Aſſigns, and upon any part thereof, then and there for me and in my ſtead and name, to deliver, as my act and Deed, unto H. M. of &c. or to his Aſſigns, one Indenture, whereunto I. have already ſealed, bearing date &c. made between me the ſaid R. R. on the one part; and the ſaid H. M. on the other part, purporting a Leaſe of the ſaid Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſigns, for the term of ten years next enſuing, as in and by the ſaid Indenture more at large appeareth. Which Indenture, after the ſame ſhall be ſo delivered by my ſaid Atturney, I the ſaid R. R. do promiſe by theſe preſents, ſhal be my effectuall Deed in Law, to all intents, conſtructions and purpoſes, as if I the ſaid R. R had ſealed and delivered the ſame then and there my ſelf. In witneſſe &c.

Another Letter of Atturney to enter upon Lands, and to deliver a Leaſe.

TO all &c. We T. A. and R. M. ſend greeting. Whereas we the ſaid T. A. and R. M. have ſigned and ſealed to one Indenture bearing date with theſe preſents, purporting a Leaſe demiſed or granted to I. H. of &c. of all that our Mannor or Farm

of

of &c. with the Houſe, Barns, Staples, Orchard, Gardens &c. and al that our Scite of the Rectory or Parſonage of L. in the ſaid County of N. Together with the Demeaſne Lands to the ſaid Mannor or Farm belonging or appertaining: To hold from the enſealing and delivery of the ſame Indenture for the term of ſix years then next enſuing, as by the ſame Indenture of Leaſe at large appeareth. Now know ye, that we the ſaid A. T. and R. M. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute, and in our ſteads and place put and appoint our truſty and welbeloved Friend I. H. &c. our true and lawfull Atturney and Aſſignee for us, and in our ſteads and names to enter and come into and upon all that the ſaid &c. and other the Lands, aforeſaid, or into ſome part thereof; and then and there, after ſuch entry made, to deliver unto the ſaid I. H. (as our very Act and Deed) the ſaid Indenture of Leaſe above mentioned; to hold according to the tenure of the ſaid Indenture. And further, to do and execute all and every ſuch further thing or other act whatſoever, as ſhall be needfull to be done and performed in that behalf, in as large, ample and effectuall manner as we our ſelves might or could do, if we were perſonally preſent. In witneſſe &c.

A Letter of Atturney upon a Specialty being not due, with Covenants to juſtifie Actions.

TO all &c. to whom this preſent Writing ſhall come, Sir T. R. of &c. ſendeth greeting in our Lord God everlaſting. Whereas H. F. of &c. Gentleman, in and by one Obligation with condition thereupon endorſed, bearing date &c. is and ſtandeth bound unto the ſaid Sir T. R. in the ſum of &c. of lawfull &c. conditioned for the true payment of &c.

on the &c. next &c. at or in the &c. as in and by the ſaid Obligation and Condition thereof at large appeareth. Now know ye, that the ſaid Sir T. R. for divers good cauſes and coſiderations him moving, Hath aſſigned, ordained and made, and in his ſtead and place put and conſtituted his truſty and wel-beloved Friend R. D. Citizen &c. his true and lawfull Atturney for him; and in his ſtead and name, and to the onely proper uſe and behoof of the ſaid R. D. to aſk, require and receive of the ſaid H. F. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. at the ſaid day and place aforeſaid. And if default be made in payment of the ſaid ſum of &c. as aforeſaid, Then he the ſaid Sir T. R. doth by theſe preſents make, ordain, conſtitute and appoint the ſaid R. D. to be his true and lawfull Atturney for him, in his name, & to the only uſe of the ſaid R. D. to ask, levy, demand, recover & receive of the ſaid H. F. his Executors and Adminiſtrators, the ſaid ſum of &c. ſo forfeited unto him the ſaid Sir T. R. for non-payment of the ſaid ſum of &c. at the day, time and place aforeſaid: Giving and by theſe preſents granting unto his ſaid Atturney, his full power and lawfull authority in the premiſſes; & upon default of payment of the ſaid ſum of &c. or any part thereof, the ſaid H. F. his Heirs, Executors, Adminiſtrators &c. or any of them, to arreſt ſue, implead, impriſon and out of priſon to deliver, and pleas and proſecutions againſt them and every of them to ſuſtain and maintain according to the courſe of the Law; and upon the receipt of the ſaid ſum of &c. or any part thereof, Acquittances or other diſcharges for him and in his name to make, ſeal and deliver: and one Atturney or more under him to ſubſtitute, and at his pleaſure to revoke, and al and every other act and acts, thing and things, deviſe and deviſes in the Law whatſoever, needfull or requiſite to be done

done in or about the premiſſes, for him, and in his name to do, execute and perform as fully, largely and amply in every reſpect, as he himſelf might or could do, if he were perſonally preſent; ratifying allowing and holding firm and ſtable, all or whatſoever his ſaid Atturney or his Subſtitute lawfully authoriſed, ſhall lawfully do or cauſe to be done in or about the execution of the premiſſes, by theſe preſents, And the ſaid Sir T. R. for himſelf &c. that he the ſaid Sir T. R. his Heirs, Executors and Adminiſtrators, and every of them, at all time and times hereafter, upon reaſonable requeſt, or notice to him given, and at the coſts and charges in the Law of the ſaid R. D. his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will maintain, juſtifie and avow with effect all and every ſuch Action and Actions, Writ or Writs, Pleas, Proceſſe, Judgements and Executions, whatſoever, which by the ſaid R. D. his Executors, Adminiſtrators or Aſſigns, ſhall at any time hereafter be lawfully ſued, commenced, had or brought in his name againſt the ſaid H. F. his Heirs, Executors or Adminiſtrators or any of them, upon or by reaſon of the Obligation above mentioned, or of any ſum or ſums of money therein mentioned or contained. And alſo that he the ſaid Sir T. R. hath not at any time heretofore; neither he his Executors, Adminiſtrators or Aſſigns or any of them, at any time hereafter ſhall or will remiſe, releaſe or otherwiſe diſcharge the ſaid H. F. his Heirs, Executors or Adminiſtrators or any of them, of the ſaid Obligation above recited: nor yet of any ſum or ſums of money therein contained without the ſpeciall licenſe, conſent or agreement of the ſaid R. D. his Executors, Adminiſtrators or Aſſigns or ſome of them, thereunto firſt had and obtained in writing under his or their hands and ſeales; and that all the benefit and commodity that

ſhall be recovered, obtained or gotten by meanes of any ſuch action, ſuit, plaint, judgement or execution, ſhall redound, come and be to the onely uſe and behoof of the ſaid R. D. his &c. without any accompt or other thing therefore to be yielded or done to the ſaid Sir T. R. his &c. or any of them. In witneſſe &c.

A Letter of Atturney generall to receive debts and rents.

KNow all men by theſe preſents, that I A. W. of &c. have aſſigned, ordained and made, and in my ſtead and place by theſe preſents put and conſtituted my truſty and well beloved ſervant H. H. of &c. to be my true and lawfull Atturney for me, and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive all and every ſuch debts, rents and ſums of money as are now due unto me, or which at any day or dayes, time or times hereafter, ſhall be due, owing, belonging or appertaining unto me by any manner of waies or means whatſoever, from any perſon or perſons whatſoever. Giving and granting unto my ſaid Atturney by theſe preſents, my full and whole power, ſtrength and authority in and about the premiſſes; and upon the receipt of any ſuch debts, rents and ſums of money aforeſaid, acquittances or other diſcharges for me and in my name, to make, ſeal and deliver; and all and every other act and acts, thing and things, deviſe and deviſes in the Law whatſoever, needful and neceſſary to be done in or about the premiſſes, for the recovery of all or any ſuch debts, rents or ſums of money, as aforeſaid, for me and in my name to do, execute and perform as fully, largely and amply in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could do, if I were perſonally preſent; ratifying, allowing and holding

firm

firm and ſable all and every ſuch act and acts &c. In witneſſe &c.

A ſhort Letter of Atturney of a Bond not due.

KNow all men &c. that I A. B. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint R. B. of &c. to be my lawfull and true Atturney irrevokable for me, in my name and to his uſe to aſke, demand and receive of &c. the full ſumme of &c. which ſhall be due and payable unto me by the ſaid &c. at the Feaſt of &c. next and immediately enſuing the date of theſe preſents, by vertue of one Obligation to me made from the ſaid &c. bearing date &c. laſt paſt, before the date of theſe preſents, as by the ſame Obligation &c. And for non-payment of the ſaid ſum of &c. at the day and place aforeſaid; I doe by theſe preſents authorize and appoint the ſaid &c. for me and in my name, and to the uſe aforeſaid, to aske, levy, ſue for, recover and receive of the ſaid &c. the ſaid full ſumme or penalty of &c. to be then due and forfeited unto me for ſuch non-payment. Giving and by theſe preſents granting unto my ſaid Atturney, my full power and abſolute priviledge, right, benefit and authority in all things whatſoever, which doth, can or may in any wiſe touch or concern the premiſſes, either for the receipt of the ſaid ſumme of &c. on the day above mentioned, or for the doing and performing of any other act and acts, thing and things whatſoever, as ſhall be needfull and requiſite to be done, proſecuted and performed for the recovery of the ſame, or the ſaid penalty, in caſe of forfeiture, as aforeſaid: And that in as large and ample manner in every reſpect, and to all intents

and purpoſes, as I my ſelf might or could do if I were in perſon preſent. And whatſoever my ſaid Atturney or his ſubſtitute lawfully authorized, ſhall do or cauſe to be done in the premiſſes, I promiſe to allow of, and confirm by theſe preſents. In witneſſe &c.

A ſhort Letter of Atturney for the ſetting over of a Bond forfeited.

KNow all &c. that I H. H. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint my truſty and wel-beloved Friend W. M. of &c. to be my true and lawfull Atturney for me, and in my ſtead and name, and to his own uſe, to ask, levy, recover, demand and receive of T. M. and N. L. of &c. Gentleman, and either of them, their and either of their Executors and Adminiſtrators, the ſum of &c. which they have forfeited, and from me unjuſtly do detain and keep for non-payment of the ſum of &c. at a certain day paſt, as by one Obligation with Condition thereupon endorſed, bearing date &c. more at large it doth and may appear. Giving and by theſe preſents granting unto my ſaid Atturney, my full power and authority in all things touching this my preſent buſineſſe, and in my name to commence and proſecute any action or actions, ſuit or ſuits for the recovering and getting of the ſaid ſumme of &c. and every or any part or parcell thereof, And Atturney or Atturneys in that behalf to conſtitute and make; and upon receipt thereof or of any part thereof, Acquittances or other lawfull diſcharges, in my ſtead and name to make, ſeal and deliver; ratifying and allowing by theſe preſents, all and whatſoever my ſaid Atturney or his Aſſigns, ſhall for obtaining and re-

recovery of the ſaid ſum of &c. or any part thereof, do or cauſe to be done in my ſtead and name. And alſo I the ſaid H. H. do covenant and promiſe by theſe preſents, That I thd ſaid H. H. have not releaſed nor will releaſe the ſaid T. M. and N. &c. of the ſaid Bond, nor of the penalty therein contained, nor countermand this preſent Letter of Atturney, nor the Authority thereby granted, nor any ſuit, act or proceeding at any time hereafter, by vertue of theſe preſents to be brought or done. *In witneſſe &c.*

A Letter of atturney to take poſſeſſion of Lands delivered by a Sheriff upon an extent.

KNow all men by theſe preſents, That I A. B. of &c. Eſquire, have made, ordained, conſtituted and by theſe preſents put and appointed my well beloved Friend C. D. to be my true and lawfull Atturney for me, and in my ſtead and name to enter into the Manner of H. with th'appurtenances in the County of L. and now in the tenure or occupation of &c. of the yearly value of &c. and full and peaceable poſſeſſion and ſeizin thereof; for me, in my ſtead and name, and to my uſe, to take, receive, retain and keep, as to him the ſame ſhall be delivered by the Sheriff of the ſame County of &c. according to the tenour, purport and effect of His Majeſties Writ of Extent unto the ſaid Sheriff in that behalf directed. Giving and granting by vertue of theſe preſents unto my ſaid Atturney, my full power and authority, and all and every thing and things, needfull, neceſſary or requiſite to be had, made or done for or concerning the ſaid poſſeſſion, taking, or the retaining of the ſame to my uſe, as aforeſaid; the ſame for me, in my ſtead and name to do, uſe, execute and exerciſe as fully and wholly, and in as large and ample

ple manner and form, and to all intents and purpoſes, as I my ſelfe might or could do, if I were perſonally preſent; Ratifying, allowing and holding firm and ſtable all and whatſoever my ſaid Atturney ſhall lawfully do or cauſe to be done in or about the execution of the premiſſes, by vertue of theſe preſents. In witneſſe &c.

A *Covenant for the Leavying of a Fine.*

AND the ſaid C. D. for himſelf, his Executors &c. and for every of them, doth covenant and graat to and with the ſaid W. C. and F. W. their Executors, Adminiſtrators &c. That he the ſaid C. D. or his Heirs, ſhall and will, at and before the &c. at the proper coſts and charges in the Law, of the ſaid C. D. his Heirs &c. according to the uſuall courſe of Fines, and recoveries uſed and accuſtomed, Leavy one lawfull and ſufficient Fine, and ſuffer a lawfull and ſufficient recovery to be had and made againſt him the ſaid C. D. and his Heirs, unto the ſaid W. C. and F. W. and their Heirs or the Survivor of them, or to ſuch other perſon and perſons as they the ſaid W. and F. or the Survivor of them or their Heirs ſhall nominate and appoint, of all that Meſſuage &c. (naming the Lands) with all and ſingular their appurtenances, ſcituate and being in C. aforeſaid in the County of B. Which ſaid Fine or Fines, Recovery or Recoveries, and all other aſſurances and conveyances to be had, made, leavied, acknowledged and executed of the premiſſes, or any part thereof, by the name or names, aforeſaid, or by any other name or names, or in any other manner or forme ſhall be, and the ſaid W. C. and F. W. and their Heirs, and all and every other perſon and perſons, and the Survivor of them and his Heirs

to whom the ſaid Fine ſhall be Leavied or acknowledged as aforeſaid, ſhall ſtand and be ſeized of all and ſingular the premiſſes and every part thereof, to the onely proper uſe and behoof of the ſaid W. and F. and their Heirs for ever, to the intent a lawfull and ſufficient recovery may be had of all and ſingular the premiſſes, and of every part and parcel thereof, according to the true intent and meaning of theſe preſents, which ſaid recoveries ſhall be and ſhall be alwayes deemed, adjudged and taken to be, to the onely uſe and behoof of the ſaid W. C. and F. W. and of the Heirs Males of their bodies to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of the ſaid W. C. and of his Heirs and Aſſigns for ever. *In witneſſe, &c.*

A Covenant to ſurrender a Copy-hold at the next Court.

AND the ſaid &c. for himſelf, his &c. doth covenant and grant to and with the ſaid &c. his &c. that at the next Court holden at the Mannor of E. in the County of W. the ſaid R. I. and his wife ſhall come and perſonally appear in the face of the ſaid Court, of the ſaid Mannor, and in the open face of the ſaid Court, according to the uſual cuſtome of the ſaid Mannour, ſhall into the hands of the Steward of the ſaid Court, or his Deputy, Surrender, Aſſign and yield up to the uſe of the ſaid T. S. his Heirs, Executours, Adminiſtratours and Aſſigns, all that their right, eſtate, title, Intereſt and demand, which they now have, or by any means may have, of and in the ſaid copy-hold Lands and Tenements, with the appurtenances, called or known by the ſaid name or names of &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the ſaid R. I. by Copy of Court-role of the ſaid Mannour

nour of W. or to the ſame, or to any part or parcel of the ſame belonging or ſo reputed, eſteemed or taken, &c.

A Covenant for further Aſſurance.

AND the ſaid L. M. for himſelf, his &c. that he the ſaid L. M. and A. his now wife, and the Heirs of the ſaid L. and all & every other perſon and perſons whatſoever, having or claiming, or which ſhall or may have or claim, or pretend to have any manner of right, title, Intereſt or other thing, into or out of the before mentioned premiſſes or any part or parcel thereof, from or under the ſaid L. M. ſhall and will from time to time, and at all times hereafter, upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid &c. his Heirs or Aſſigns, make, doe, ſuffer, acknowledge and execute, or cauſe to be made, done, acknowledged, ſuffered and executed, all and every ſuch further lawfull act and acts, thing and things, deviſe and deviſes, conveyances and aſſurances in the Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making and conveying of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all other the premiſſes aforeſaid, and every part and parcel thereof, unto the ſaid L. B. his Heirs and Aſſigns for ever, be it by Fine or Fines, with Proclamation, Recovery or Recoveries, with double or ſingle Voucher or Vouchers, Deed or Deeds, enroled or not enroled, the enrolement of theſe preſents, releaſe, confirmation, with warranty againſt all and every perſon and perſons, or without warranty; or by all, any or as many of the wayes, means and deviſes aforeſaid, or by any other wayes or meanes whatſoever; As by the Councel learned in the

the Lawes of the ſaid L. B. his &c. ſhall or may be deviſed or required, ſo as the ſaid L. M. and A. his wife, their Executors &c. be not enforced or compelled to travell above twelve miles from his or their dwelling place, or the Cities of *London* and *Weſtminſter*, for the making, doing and executing thereof &c.

A *Covenant that the premiſſes are diſcharged of Incumbrances.*

AND the ſaid A. B. for himſelf &c. That the ſaid Meſſuages, Lands &c. and all and ſingular other the premiſſes, with the appurtenances before, in and by theſe preſents granted, bargained &c. and every part and parcel thereof, at the time of the enſealing and delivery of theſe preſents, are and ſo at all times hereafter for ever, and from time to time ſhall be, remain and continue unto the ſaid T. A. his Heirs and Aſſignes, clearly acquitted and diſcharged or otherwiſe ſufficiently ſaved and kept harmleſſe, of, and from all and all manner of former and other bargaines, ſales, gifts, grants, Leaſes, Joyntures, dowers, uſes, Wils, Intailes, Rents, charge-rents, ſeck-arrearages of Rents, Fines for Alienation, Statutes, Recognizances, Judgements, Executions, Seizures, Intruſions, Extents; and of and from all and ſingular other charges, titles, troubles, incumbrances and demands whatſoever, had, made, knowledged, conſented unto, committed, procured, done or ſuffered by the ſaid A. B. his Heirs or Aſſigns, or by any other perſon or perſons whatſoever, the Rents and Services, from henceforth to be due to the chief Lord or Lords of the Fee of Fees, whereof the premiſes are holden, onely excepted, &c.

A Covenant that he is Lawfully Seized in fee-ſimple, or fee-tail, and hath power to demiſe.

AND the ſaid G. H. for himſelf, &c. that he the ſaid G. H. at the time of the enſealing and delivery of theſe preſents, is and ſtandeth lawfully Seized of an Indefeazable eſtate of Inheritance in Fee-ſimple, or Fee-taile, of, and in all and ſingular the before demiſed premiſſes with the appurtenances, and every part and parcel thereof, without any manner of condition or limitation of uſe or uſes, to alter or change the ſame: And alſo that he the ſaid G. H. now hath full power, true title and abſolute Authority, to demiſe, grant &c. the ſaid &c. and all and ſingular other the premiſſes, with the appurtenances before demiſed, and every part and parcel thereof, unto the ſaid I. P. his Executors, Adminiſtrators and Aſſigns, for the terme of &c. in manner and form, as in and by theſe preſents is mentioned, limitted and expreſſed.

A Covenant that the Leaſſee ſhall not cut down or ſell the Trees, without the conſent of the Leaſſor.

AND the ſaid T. H. for himſelf &c. that he the ſaid T. H. his &c. nor any of them ſhall not at any time hereafter during the ſaid term, commit or cauſe, procure or wittingly ſuffer to be committed or done, any manner of wilfull waſte or deſtruction, in or upon the premiſſes, or any part thereof, nor ſhall cut down, fell, take or carry away any of the woods, under-woods or Trees growing, ſtanding or being, or which hereafter ſhall grow, ſtand or be, in or upon the premiſſes before demiſed, or in or upon any part or parcel thereof, without the licence, conſent

ſent or agreement of the above named U. R. his Heirs or Aſſignes in writing, firſt had and obtained.

A *Condition of Arbitrament Generall and Speciall.*

THe Condition &c. That if the within bounden R. C. and R. A. their &c. and every of them, do and ſhall, for their, and every of their parts and behalfes in all things, well and truly ſtand to, abide, obey, obſerve, perform, fulfill and keep the award, arbitrament, order, rule, determination and judgement of &c. Arbitrators indifferently choſen, elected and named, as well on the part & behalfe of the ſaid R. C. and R. A. as on the part & behalfe of the within named R. S. and &c. to arbitrate, award, rule, decree and Judge of, for, upon, touching or concerning all actions, ſuits, doubts, and variances concerning &c. out of the Mannor of L. in the Pariſh of W. in the County of &c. now in queſtion and controverſie, between the ſaid parties; And alſo, for, touching and concerning all and all manner of other ſuits, quarrels, debts, debates, duties, bonds, ſpecialties, controverſies, tranſgreſſions, offences, ſtrifes, contentions, reckonings, accompts, and demands whatſoever; which between the ſaid R. C. and R. A. on the one part, and the ſaid I. G. the Elder, and the ſaid I. S. the Younger and divers other perſons on the other part, at any time from the beginning of the world, untill the day of the date of theſe preſents, have been had, moved, ſtirred, or are in any wiſe depending, ſo alwayes as the ſame award, arbitrament or determination and judgement of the parties, in and upon the ſame premiſſes, be made and given up in writing indented, under their hands and Seals, ready to be delivered

livered to the ſaid parties, at or in &c. on or before &c. That then this, &c.

A Condition for the truth of an Apprentice, *and to reſtore the value of all ſuch goods, as by proof ſhall appear, he hath Imbeazled.*

THe Condition &c. That whereas I. D. &c. ſon of &c. by his Indenture of Apprentiſhip, to the within named W. G. hath bound himſelf to the ſaid W. G. with him to dwell and abide, from the feaſt of &c. unto &c. from thence next enſuing, fully to be compleat and ended, as in and by the ſaid &c. more fully may appear; if therefore the ſaid I. D. the Apprentice do or ſhal at any time or times hereafter, during the ſaid Term of &c. wilfully waſte, imbeazle, conſume, ſpend or make away, or otherwiſe deliver or lend upon truſt, without ready money, to any perſon or perſons, without the conſent of the ſaid M. G. his Maſter, any of the goods, wares, moneyes, or Merchandize of the ſaid W. G. his Executors or Aſſignes; Then if the above bounden L. M. his Executors or Aſſigns, or any of them, do and ſhall within two moneths next after requeſt made, and notice thereof given, from time to time, during the ſaid Term, well and truly pay or cauſe to be paid, to the ſaid W. G. his Executors or Aſſigns, the full ſum and value of all ſuch goods, wares, money or Merchandize, as by juſt and true proofs ſhall appear, the ſaid I. D. to have ſpent, imbeazled, waſted conſumed or lent, without conſent as aforeſaid, to the hurt and hinderance of the ſaid W. G. his Executors or Aſſigns, without fraud or coven, That then, &c.

A Condition to acknowledge ſatisfaction upon a Judgement.

THe Condition &c. That if the within bounden I. P. his Executours, Adminiſtrators or Aſſigns, or any of them, do or ſhall before the end of Eaſter Term now next coming, after the date within written, by himſelf, or by his or their lawfull Attornies in the Kings Majeſties Court of Common-Pleas, confeſſe and acknowledge, ſatisfaction of all ſuch Judgements and Executions, as the ſaid I. P. hath recovered in the ſaid Court, againſt W. L. of &c. Gentleman, That then &c.

A Condition to make aſſurance upon requeſt.

THe Condition &c. that if the within bounden H. S. or his Aſſignes, ſhall and will at all times hereafter, upon reaſonable requeſt, and at the coſts and charges of the within named I. F. his Heirs and Aſſignes, by ſuch lawfull act and acts, thing and things, conveyances and aſſurances in the Law whatſoever, as by the ſaid I. F. his Heirs or Aſſignes, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, or required, lawfully and ſufficiently give, grant, convey and aſſure, unto the ſaid I. F. his Heirs and Aſſignes for ever, all that &c. In the Town and Pariſh of I. in the County of D. now in the tenure of &c. clearly acquitted and diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſſe, of and from all and all manner of former bargaines, ſales, charges, titles, troubles and incumbrances whatſoever, had, made, committed or done, by the ſaid H. S. or by any other perſon or perſons whatſoever, That then, &c.

A Condition to find one his diet by the year

THe Condition &c. That if the within bounden T. W. his Executors or Assigns, do and shall, at his and their own proper costs and charges, find, provide and allow unto I. B. or any Servant of the within named I. B. in his stead and place, good, wholesome and sufficient diet and victuals of meat & drink, meet and convenient, and in such sort as is now by the above bounden T. W. allowed, for the time and space of one whole year, from the Feast of the Nativity of &c. next ensuing &c. at or in the now &c. And if at any time the said I. B. or such said Servant of the said I. B. so to be dieted for the time being, shall absent himself from his said Commons by the space of six weeks or more together, at any time or times during the said Term: If then and so often as he shall be absent, the said T. W. his Executors or Assigns, do and shall find diet and victuals for the said I. B. &c. for so long time after the end of the said Term, as they shall have been absent, as aforesaid, according to the true meaning of these presents: That then &c.

A Condition to repay all such Charges as the Tenant shall be at, by reason of the payment of his rent, there being controversie concerning the title of the House.

THe Condition &c. That whereas there is a controversie or question between the above bound E. H. and others, touching their several rights or interest in the now dwelling house of the above named T. T. scituate &c. And whereas upon an agreement between the said E. H. and T. T. the said T. T. is contented to pay the rent of his said House, it being

50. l.

50. l *per annum*, unto the ſaid E. H. as the ſame ſhall grow due according to his Leaſe. If therefore the ſaid E. H. his &c. do and ſhall well and truly pay or cauſe to be paid unto the ſaid T. T. his Executors or Aſſigns, all ſuch rent, ſum and ſums of money, charges and damages whatſoever, as ſhall by due proceedings in the Law be adjudged or decreed, againſt him the ſaid T. T. his Executors &c. and all other coſts and damages whatſoever, which he the ſaid T. T. ſhall ſuſtain or be at by reaſon of any actions, ſuits, or forfeitures whatſoever, which ſhall or may happen or be unto the ſaid T. T. his Executors, Adminiſtrators or Aſſigns, by reaſon or means of the payment of the ſaid rent, or any part thereof, unto the ſaid E. H. his Executours, Adminiſtratours or Aſſigns: That then &c.

A Condition to diſcharge the Church-Wardens and Pariſhioners, of a Child born in the Pariſh.

THe Condition &c. That whereas one M. H. hath of late been delivered of a Man-child within the Pariſh of &c. within written; to the which Child the within bound E. G. by his own voluntary confeſſion, doth acknowledge himſelf to be the Father. If therefore the ſaid E. G. his Heirs, Executors or Aſſignes, and every or any of them, do from time to time, and at all times hereafter, fully and clearly acquit, diſcharge and ſave harmleſſe as well the within named I. B. and H. L. Church-Wardens of the Pariſh Church of &c. aforeſaid, and their Succeſſors for the time being, and every of them; as alſo all the Inhabitants and Pariſhioners of the ſaid Pariſh which now are, or hereafter ſhall be for the time being, and every of them, of and from all and all manner of coſts, charges and expences whatſoever, which ſhall or may in

any manner of wiſe, at any time hereafter ariſe, happen, come, grow or be impoſed upon them or any of them, for or by reaſon or means of the birth, education, nouriſhing and bringing up of the ſaid Child: And of and from all other actions, ſuits, charges, troubles, impeachments and demands whatſoever, touching or concerning the ſame: That then &c.

A Condition for the ſurrender of Copie-hold Lands, and to cauſe him to be admitted Tenant.

THe Condition &c. That if the within bounden I. K. and his Heirs, do and ſhall at the next Court to be holden for or within the Mannor of H. in the County of E. ſufficiently and in due form of Law, ſurrender and yield up unto or for the uſe and behoof of the within named L. M. his Heirs and Aſſigns, or of ſuch other perſon or perſons, and their Heirs and Aſſigns, as the ſaid L. M. ſhall nominate and appoint; All that his Copy-hold, Meſſuage or Tenement, and Lands thereunto belonging, containing by eſtimation ſixteen acres, be it more or leſſe, now or late in the tenure or occupation of N. O. or of his Aſſigns; parcel of the Mannor of H. aforeſaid; with all and ſingular Out-houſes, Eaſments, Commodities and Appurtenances to the ſame appertaining, clearly acquitted and diſcharged of all Dowers and titles of Dower whatſoever; and do then and there alſo procure and cauſe the ſaid L. M. or ſuch other perſon or perſons by him to be nominated, as aforeſaid, to be onely and lawfully admitted Tenant of the ſame premiſſes ſo to be ſurrendred, according to the cuſtome of the ſaid Mannor: That then this &c.

A Condition for quiet enjoying a Mannor, according to an Aſſignment thereof.

THe Condition &c. That if the within named R. I. his &c. and every of them, ſhall or may lawfully, peaceably and quietly have, hold, occupie & enjoy the Mannor of S. with the appurtenances, in the County of O. with all Lands, Tenements, Profits, Priviledges, Rents, Court, Leet and Advowſons, Woods, Under-woods, and all other Hereditaments thereunto belonging or appertaining, without the let, trouble, ſuit, eviction, diſturbance or contradiction of the within bounden W. G. L. G. and M. G. or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or any other perſon or perſons whatſoever, having, claiming or pretending to have any manner of right, title, intereſt, property, claim or demand of, in or to the ſaid Mannor and premiſſes aforeſaid; or of, in or to any part or parcel thereof, by, from or under the ſaid W. G. M. G. and L. G. or either or any of them, according to the tenour, purport, effect and true meaning of one Indenture of Aſſignment bearing date the &c. made and ſealed by the ſaid W. G. unto the ſaid R. I. of the premiſſes aforeſaid, as by the ſaid Indenture may appear: That then &c.

A Condition for aſſurance of Lands.

THe Condition &c. That if the within bounden W. B. ſhall upon reaſonable requeſt to him to be made by the within named T. H. his Heirs or Aſſigns, on this ſide, & before the Feaſt-day of &c. next enſuing the date within written, convey and aſſure unto the ſaid T. H. his Executors and Aſſigns for ever, one

Close of pasture, containing by estimation one acre, abutting upon F. towards &c. one other Close &c. All which premisses are scituate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them in the County of B. by such conveyances and assurances in the Law as by the said T.B. his Heirs or Assigns, or by his or their Councel learned in the Laws, shall be reasonably devised, or advised and required (discharged of all incumbrances whatsoever, the chief rents and services therefore due and payable to the chief Lord or Lords of the Fee or Fees of the premisses, onely excepted) And also if the said W.B. his &c. and every of them, do and shall, until the said conveyance and assurance shall be made and passed, as aforesaid, quietly permit and suffer the said T. H. his Heirs and Assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premisses, and of every part and parcel thereof, without any manner of let, suit, trouble, disturbance or contradiction of the said W.B. his &c. or any of them, or of any other person or persons whatsoever, by his, or their or any of their means, right, title, interest or procurement, and without any accompt or any other thing therefore to be yielded, paid or done unto the said W. B. his Heirs or Assigns, or to any other person or persons whatsoever; That then this, *&c.*

A Condition to pay a sum of money quarterly.

THe Condition &c. that if the within bounden B. M. his &c. or any of them, do well and truly pay or cause to be paid unto the within named N.D. his &c. the full sum of &c. at or in the &c. in manner and form following (*viz.*) on the &c. next ensuing the

the date above written, the ſum of 5. l. thereof, at the place aforeſaid: On &c. 5. l. more thereof at &c. On &c. 5. l. more at &c. And on &c. 5. l. more at &c. and ſo forth every quarter of a year quarterly, one next and immediately enſuing another, on every of the quarter daies aforeſaid, and at the place above named for payment thereof, 5. l. untill the ſaid ſum of &c. ſhall be in ſuch ſort, and after ſuch manner, fully ſatisfied, contented and paid: That then &c. But if default of payment ſhall be made of or in the payment of the ſaid ſum of &c. or any part thereof, contrary to the manner and form above rehearſed: Then it ſhall ſtand and abide &c.

A Condition to lend a ſum of money at a certain day nominated for a certain time then following, without intereſt.

THe Condition &c. That if the within bounden I. W. and N. Y. or either of them, do and ſhall on the &c. next enſuing the date within written, deliver and lend unto the within named E. P. at or in the &c. the full ſum of &c. upon the ſingle Bond of the ſaid E. P. untill the &c. day of &c. next enſuing, without loan, intereſt or other conſideration to be had for the ſame: That then &c.

A Condition for payment of an Annuity.

THe Condition &c. That if the within bounden T. R. and T. P. or either of them, their or either of their &c. or any of them, do and ſhall every year, yearly, from and after the Feaſt-day of &c. next enſuing the &c. well and truly pay or cauſe to be paid to the within named I. S. his &c. one Annuity,

yearly Rent or ſum of &c. of lawfull &c. at foure uſuall Feaſts or Termes in the year, That is to ſay, on the Feaſt dayes of &c. by even and equall portions, the Firſt-payment thereof to begin on the &c. next enſuing the &c. That then &c. But if default ſhall happen to be made of or in the payment of the ſaid Annuity, yearly Rent or ſumme of &c. at any of the ſaid Feaſt-dayes, on which the ſame ought to be paid at any time during the ſaid Terme of &c. contrary to the true intent & meaning of theſe preſents, That then it ſhal ſtand and abide in ful force, ſtrength and vertue.

A Condition to pay a certain ſum of money at a day, and then to put in another Surety, for payment of another ſum at a day then following.

THe Condition &c. That if the within bounden I. G. his &c. or any of them, do well and truely pay or cauſe to be paid unto the within named C. D. his &c. the full ſum of &c. at or in the &c. on the &c. and then alſo do and ſhall procure and cauſe another ſufficient Surety, to become bound with him the ſaid I. G. his &c. unto the ſaid C. D. his &c. by their Obligation in due form to be made, in the panalty of &c. for the true payment of &c. more of &c. then next following, and which ſhall be in the year of our Lord God 1649. at the place aforeſaid, without fraud or coven, That then &c.

A Condition for performance, concerning co-partnerſhip of an Award.

THe Condition &c. That if the within bounden, W. D. his &c. do for his and their parts and behalfes in all things, well and truely ſtand

ſtand to obſerve, perform, fullfil and keep the Award, Arbytrament, Order, finall end, determination and judgement of A. B. of &c. and C. D. of &c. Arbittrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid W. L. as on the part and behalf of the within named W. L. to Arbitrate, award, order, judge, determine and a finall end to make, of, upon, touching and concerning all and every action and actions, ſuits, variances, ſum and ſums of money, claims and demands whatſoever, had, moved, depending or ſtirring, or having been, or now being in queſtion, ſuit, trouble or controveſie, between the ſaid parties: for, by reaſon or meanes of any manner of dealing &c. during the late co-partnerſhip, between them the ſaid W. and I. in any manner of wiſe; ſo as the ſame award, arbitrament &c. of the ſaid Arbitrators; of, and upon the premiſſes, or any part thereof, be made and put in writing under their hands and ſeales, ready to be delivered to the ſaid parties, on or before the &c. next enſuing the, &c. That then &c.

A Condition to ſave harmleſſe of a Recognizance taken, for ones Appearance.

THe Condition &c. that if the within bounden I. R. his Heirs &c. do at all times hereafter, and from time to time, clearly acquit and diſcharge, or ſufficiently ſave and keep harmleſſe the within named G. S. and B. N. and every of them, their and every of &c. againſt our Soveraign Lord the King's Majeſty, and all others, of and for all and every ſuch recognizances, whe rein and whereby they the ſaid G. S. and B. N. or either of them, ſtand charged or bound to our Soveraign Lord the King's Majeſty, for the ſaid R. I. or for his perſonall appearance, in His Majeſties

Majesties Court of Record, called the *King's Bench* at *Westminster*, in *Trinity* Terme next, to answer all such matters as shall be objected against him, and of, and for all and every summe and summes of money, matter, thing, and things, the said Recognizance and Recognizances, and every of them mentioned or conteined, and of and from all actions, suits, costs, losses, uroubles, extents and damages, that shall or may arise or grow, touching, or concerning the same, or any of them, in any manner or wise, That then &c.

A Condition to save one harmlesse, for the Bayling of one at two severall Actions.

THe Condition &c. that whereas the within named I. D. at the speciall instance and request of the witnin bounden W. W. hath maine-prized or taken to bail the said W. W. in the Sheriffs Court, holden in the *Connter* in *Wood street London*, of and for two actions: the one of Trespasse, damages xx.l. at the suit of &c. and the other of Debt, upon the demand of &c. at the suit of &c. as by the Records of the same Court may appear; if therefore the said W. W. his &c. and every of them, do at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmlesse the said I. G. his &c. and every of them, and all his and their goods and chartells and every part and parcell of them, against all persons whatsoever, of and for the mainprizing and taken to Bail of the said W. W. and of and for the severall actions aforesaid, and of and for all actions, suits, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching, or concerning the premisses, or any of them, in any manner

manner of wiſe, That then this preſent obligation to be void &c.

A Condition for payment of money, if a man be non-ſuited.

THe Condition &c. That whereas one E. G. is admitted to ſue in *Forma Pauperis*, in His Majeſties Court of &c. againſt W. W. and A. B. for the recovery of certain Lands and Tenements, in the County of K. If the ſaid E. G. ſhall be non-ſuited in the ſaid action, or that the ſame action ſhall paſſe againſt him by verdict or otherwiſe, then if the above bounden R. R. or E. G. their Executors or Aſſignes, or any of them, do or ſhall truly pay, or cauſe to be paid, all and ſingular ſuch coſts, charges and ſums of money, as by any the Juſtices of the ſaid Court ſhall in that caſe be thought conuenient or awarded without fraud &c. That then &c.

A Condition for performance of Covenants.

THe Condition &c. that if the within bounden H. W. his &c. and every of them, do well and truly obſerve, perform, fullfill, accompliſh and keep all and ſingular the covenants, grants, articles, clauſes, conditions and agreements whatſoever, which on his and their parts and behalfs are or ought to be obſerved, performed, fullfilled and kept, mentioned and compriſed in one pair of Indentures of Leaſe, bearing date within written, made between the within named E. W. of the one part, and H. W. of the other part, according to the tenour, effect, and true meaning of the ſame Indenture, That then &c.

A Condition for paſſing of a Fine.

THe Condition &c. That if the within bounden W. E. and A. his now wife, and the Heirs of the ſaid W. at the coſts and charges in the Law of the within named R. M. his &c. next enſuing the date &c. ſhall Leavy one Fine &c. in the Court of *Common-Pleas* at *Weſt.* of one Meſſuage or Tenement, mentioned to be demiſed to the ſaid R. M. in and by one Indenture of Leaſe, bearing date &c. made between the ſaid W. E. on the one part, and the ſaid R. M. on the other part, according to due courſe of Law, by ſuch name and names, and in ſuch manner and forme, as by the ſaid R. M. his &c. or by his or their Councell learned in the Law ſhall be deviſed or required, as well for the barring of the ſaid A. from the title of Dower in the premiſſes, as for the better aſſuring and confirming of the premiſſes, unto the ſaid R. M. his &c. for and during all the ſaid terme, by the ſaid Indenture of Leaſe, granted under the Rent, in and by the ſaid Indenture reſerved againſt the ſaid W. E. his Heirs and Aſſigns, according to the true meaning of the ſaid Indenture. That then &c.

A Condition concerning Marriage.

THe Condition &c. That whereas there is a Marriage (by Gods grace) intended to be ſhortly had and ſolemnized, between the above bounden A. D. and E. B. daughter of F. B. late of G. in the County of C. deceaſed; If after the ſaid Marriage ſhall be ſolemniſed, between the ſaid parties; it ſhall happen the ſaid A. ſhall die, and him the ſaid E. ſhall ſurvive, then if the ſaid A. B. ſhall at the time of his death, leave unto the ſaid E. the ſumme of &c. or the

the value of &c. in goods and chattels to be freely taken, had, uſed and diſpoſed of, by her the ſaid E. her &c. at her and their own wils and pleaſures, without any claime, challenge, ſuit, trouble, diſturbance, contradiction or demand, of, for, in or to the ſaid ſum or value of &c. or of any part or parcell thereof, thereunto to be made by the Executors &c. of the ſaid A. B. or by any other perſon or perſons whatſoever. That then &c.

A plaine Bill of debt.

BE it known unto all men by theſe preſents, That I A. B. of &c. do ow and am Indebted unto C. D. of &c. in the ſumme of &c. of lawfull money of *England*, to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, on the &c. next enſuing the date hereof; To the which payment well and truely to be made, I bind me, my Heirs, Executors and Adminiſtrators, firmly by theſe preſents: In witneſſe whereof &c. I do hereunto ſet my hand and ſeal, this fourth day of *July*, *Anno Domini*, one thouſand ſix hundred forty and eight.

A *Bill Obligatory.*

BE it known unto all men by theſe preſents, That I A. B. of &c. do ow and am Indebted unto C. D. of &c. in the ſumme of &c. of lawfull money of *England*, to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, on the &c. next enſuing the date hereof, at &c. To the which payment well and truly to be made, I bind me, my Heirs, Executors and Adminiſtrators, in the ſumme of &c. of lawful money of *England*, firmly by theſe preſents. *In witneſſe &c.*

A *Generall Releaſe.*

KNow all men by theſe preſents, that I I. K. of &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents do, for me, my Executors, Adminiſtrators and Aſſigns, remiſe, releaſe and for ever quit-claime, unto C. D. of &c. his Executors, Adminiſtrators and Aſſigns, all and all manner of actions and ſuits, cauſe and cauſes of actions and ſuits, Bils, Bonds, writings and accompts, debts, duties, reckonings, ſum and ſums of money, controverſies, Judgements, Executions and demands whatſoever, which I the ſaid I. K. ever had, or which my Executors, Adminiſtrators and Aſſigns, or any of us in time to come, can or may have, to, for or againſt the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world, untill the day of the date hereof. *In witneſſe &c.*

A Releaſe of Errours.

BE it known unto all men by theſe preſents, That I W. A. of &c. for divers good cauſes and conſiderations me thereunto eſpecially moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents for me, my Heirs, Executors and Adminiſtrators, do remiſe, releaſe, and for ever quit-claime unto E. D. his Heires, Executors and Adminiſtrators, and every of them, all and all manner of Errour and Errours, and the benefit and advantage thereof, and of all miſpriſions of Errour and Errours, defects and wrongful pleadings and proceedings whatſoever, had, made, committed, ſuffered, omitted and done, at any time or times, before the day of the date of theſe preſents, in any action or actions, proſecuted and ſued by the ſaid E. C. againſt me the

ſaid

ſaid W. A. in any Court or Courts of Record or otherwiſe; And all Errour and Errours in the Judgement or Judgements thereof, ſo that I the ſaid W. A. my Heirs, Executors and Adminiſtrators, and every of us, ſhall be for ever hereafter debarred and excluded, to ſue forth any Writ or Writs of Errour or Errours concerning the ſame. *In witneſſe &c.*

A *Releaſe of Errours concerning a Judgement.*

BE it known unto all men by theſe preſents, that I I. W. of &c. do by this my preſent writing for me, my Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit-claim unto F. L. of &c. Eſquire, all and all manner of Errour and Errours and miſpriſion of Errour and Errours, which are or may be in one Judgement remaining upon Record, in his Majeſties Court of *Common-Pleas* at *Weſtminſter*, againſt me the ſaid I. W. at the ſuit of the ſaid F. L. for 200. l. debt; and 3. l. 13. s. 4. d. charges, or thereabouts, or in any the premiſſes or proceedings of the ſaid Judgement or ſuit. *In witneſſe &c.*

A *Releaſe upon the receipt of a Legacy.*

BE it known unto all men by theſe preſents, That I T. B. of &c. have the day of the date hereof received of I. T. Widow, Executtrix of the laſt Will and Teſtament of H. T. of &c. deceaſed, all that Legacy or ſum of &c. to me the ſaid T. B. by the name of T. B of &c. given and bequeathed; of which ſaid ſum of &c. by me received as aforeſaid, I acknowledge my ſelf fully ſatisfied and paid, and thereof, and of every part and parcell thereof, do clearly acquit, exonerate and diſcharge the ſaid T. W. her Executors and Adminiſtrators, and every of them by

by theſe preſents: In witneſſe whereof I have hereunto ſet my hand and ſeal &c.

A *Releaſe of Lands*

TO all Chriſtian people &c. Know ye that A. B. of &c. for divers good cauſes and conſiderations him moving, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents for himſelf and his Heirs, doth fully, clearly, and abſolutely remiſe releaſe, and for ever quit-claim, unto C. D. of &c. in his full and peaceable poſſeſſion and ſeizin, and to his Heirs and Aſſigns for ever, all ſuch right, eſtate title, intereſt and demand whatſoever, as he the ſaid A. B. had, or ought to have, of, in, or to all &c. that the Mannor of &c. and &c. by any waies or meanes whatſoever: *To have and to hold,* all the ſaid Mannor &c. unto the ſaid C. D. his Heirs and Aſſigns, to the only uſe and behoof of the ſaid C. D. his Heirs and Aſſigns for ever; ſo that neither he the ſaid A. B. nor his Heirs nor any other perſon or perſons for him or them, or in his or their names, or in the name, right or ſtead of any of them, ſhall or will by any way or meanes hereafter, have, claime, challenge or demand any eſtate right, title or intereſt, of, in or to the premiſſes, or any part or parcell thereof; But from all and every action, right, eſtate, title, intereſt and demand, of, in or the premiſſes, or any part or parcell thereof, they and every of them, ſhall be utterly excluded and barred for ever by theſe preſents; And alſo the ſaid A. and his Heirs, the ſaid Mannour, Meſſuages, Lands, Tenements and other the premiſſes, with the appurtenances to the ſaid C. D. his Heirs and Aſſigns, to his and their own proper uſe and uſes, in manner and form afore ſpecified, againſt their Heirs and Aſſigns, and every of them, ſhall

ſhall warrant, and for ever defend by theſe preſents, *In witneſſe &c.*

A Releaſe of Lands, with a Covenant to lead the uſe of a Fine.

TO all Chriſtian people &c. I E. F. of &c. ſend greeting; Know ye that I the ſaid E. F. for good and valuable conſiderations me moving, have given, granted, remiſed, releaſed, and quit-claimed, and by theſe preſenrs do for me and my Heirs, grant, remiſe, releaſe, and for ever quit-claim, unto T. M. of &c. (in his full, peaceable and quiet poſſeſſion, and ſeiſin being) and to his Heirs and Aſſignes for ever; all the eſtate, right, title, intereſt, uſe claim and demand whatſoever, which I the ſaid E. F. now have, or had, or which my Heirs Executors or Adminiſtrators, at any time hereafter ſhall or may have, or claime, of, in or to, all the Meſſuage, Tenement or Farme, called, &c. in the ſaid County of &c. or of and into all and every, or any part or parcell thereof, by force and vertue of any Fine, or other aſſurance thereof, or any part thereof, acknowledged or made by the ſaid T. M. and G. his Wife, to me the ſaid E. F. and I the ſaid E. F. do covenant and grant, for me, my Heirs, Executors and Adminiſtrators, to and with the ſaid T. M. his Heirs, Executors and Aſſignes, that all Fines, and other aſſurances whatſoever, heretofore acknowledged, or levyed of the premiſſes, or any part thereof, by the ſaid T. M. and S. his Wife, to me the ſaid E. F. ſhall be for ever hereafter, and ſhall inure to the uſe of the ſaid T. M. and of the Heirs and Aſſignes of the ſaid T. for ever: And I the ſaid E. F. and my Heirs, and all and ſingular the premiſſes: unto the ſaid T. M. and his Heirs, to the uſe afore-

ſaid, againſt me my Heirs &c. ſha'l and will warrant and defend for ever by theſe preſents, *In witneſſ, whereof.*

A *Revocation of uſes*

BE it known &c. that I T. C. of &c. do by this my preſent writing, ſealed with my ſeal, and ſubſcribed with my name, in the preſence of H. S. T. O. C. B. three credible witneſſes, whoſe names are ſubſcribed, revoke, determine and make void and fruſtrate, all and every the uſes and eſtates, mentioned, raiſed, created, limited and made, in and by one Indent ure of Leaſe, bearing date the &c. in the year of the Reigne of, &c. made between me the ſaid T. C. of the one party, and I. B, of &c. of the other party, of and for the Houſe and Scite; and all other the Lands, Tenements, and hereditaments, with their appurtenances, in the ſaid Indentune mentioned, and of and for every part and parcell thereof; And I do by theſe preſents abſolutely limit, determine and appoint, that all & ſingular the Feoffees, parties and perſons in the ſaid Indenture mentioned and their Heirs and Aſſigns, ſhall immediatly and from henceforth, ſtand and be ſeized of the Scite, Houſe, Meſſuage, Lands, Tenements and Hereditaments in the ſaid Indenture mentioned, and of and in every part and parcel thereof, to the onely uſe and behoof of me the ſaid T. C. my Heirs and Aſſignes for ever, in a pure and abſolute eſtate in Fee ſimple and to none other uſe, intent or purpoſe, *In witneſſ whereof*, I the ſaid T. C. have to this my preſent writing put my hand and Seale, and ſubſcribed my name in the preſence of the ſaid H. S. T. O. C. B. three credible witneſſes, whoſe names are likewiſe ſubſcribed the &c. in the year of the Reign &c.

A Defeazance upon a Statute.

THis Indenture made the &c. Between I. I. of &c. of the one part, and G. W. of &c. of the other part witneſſeth. that whereas the ſaid W. G. by his Recognizance in the nature of a Statute ſtaple, bearing date with theſe preſents, taken and knowledged before Sir I. L. Knight, and Baronet, Lord Chief Juſtice of His Majeſties Court of *Kings Bench Weſtminſter*, is and ſtandeth bound unto the ſaid I. I. in the ſum of &c. payable, as in the ſaid recited Recognizance or Statute ſtaple may appear: Nevertheleſſe, the ſaid I. I. is contented and pleaſed, and doth for himſelf, his Executors and Adminiſtrators covenant, promiſe and agree, to and with the ſaid W. G. his Heirs, Executors and Adminiſtrators by theſe preſents, that if the ſaid W. G. his Heirs, Executors, Adminiſtrators or Aſſignes, or any of them, doe well and truly content and pay, or cauſe to be paid, unto the ſaid I. I. his Executors, Adminiſtrators or Aſſignes, the full ſum of &c. on the &c. next enſuing the date of theſe preſents, at or in the &c. That then the ſaid recited Recognizance or Statute ſtaple of &c. ſhal be utterly void and of none effect; or elſe ſhall ſtand and abide in full force and vertue, *In witneſſe &c.*

A *Defeazance upon a Judgement.*

THis Indenture made the &c. Between A. B. of &c. and W. C. of &c. witneſſeth; That whereas the ſaid A. B. hath in *Trinity* Term laſt, recovered againſt W. C. the ſumme of &c. beſides coſts of ſuit, in His Majeſties Court of *Common Pleas* at *Weſtminſter*, and thereupon had Judgement againſt the ſaid W. C. as by the Record thereof remaining in His

ſaid, againſt me my Heirs &c. ſha'l and will warrant and defend for ever by theſe preſents, *In witneſſe, whereof.*

A *Revocation of uſes*

BE it known &c. that I T. C. of &c. do by this my preſent writing, ſealed with my ſeal, and ſubſcribed with my name, in the preſence of H. S. T. O. C. B. three credible witneſſes, whoſe names are ſubſcribed, revoke, determine and make void and fruſtrate, all and every the uſes and eſtates, mentioned, raiſed, created, limited and made, in and by one Indent ure of Leaſe, bearing date the &c. in the year of the Reigne of, &c. made between me the ſaid T. C. of the one party, and I. B. of &c. of the other party, of and for the Houſe and Scite; and all other the Lands, Tenements, and hereditaments, with their appurtenances, in the ſaid Indentune mentioned, and of and for every part and parcell thereof; And I do by theſe preſents abſolutely limit, determine and appoint, that all & ſinguſar the Feoffees, parties and perſons in the ſaid Indenture mentioned and their Heirs and Aſſigns, ſhall immediatly and from henceforth, ſtand and be ſeized of the Scite, Houſe, Meſſuage, Lands, Tenements and Hereditaments in the ſaid Indenture mentioned, and of and in every part and parcel thereof, to the onely uſe and behoof of me the ſaid T. C. my Heirs and Aſſignes for ever, in a pure and abſolute eſtate in Fee ſimple and to none other uſe, intent or purpoſe, *In witneſſe whereof*, I the ſaid T. C. have to this my preſent writing put my hand and Seale, and ſubſcribed my name in the preſence of the ſaid H. S. T. O. C. B. three credible witneſſes, whoſe names are likewiſe ſubſcribed the &c. in the year of the Reign &c.

A

A Defeazance upon a Statute.

THis Indenture made the &c. Between I.I. of &c. of the one part, and G. W. of &c. of the other part witneſſeth. that whereas the ſaid W. G. by his Recognizance in the nature of a Statute ſtaple, bearing date with theſe preſents, taken and knowledged before Sir I. L. Knight, and Baronet, Lord Chief Juſtice of His Majeſties Court of *Kings Bench Weſtminſter*, is and ſtandeth bound unto the ſaid I. I. in the ſum of &c. payable, as in the ſaid recited Recognizance or Statute ſtaple may appear: Nevertheleſſe, the ſaid I. I. is contented and pleaſed, and doth for himſelf, his Executors and Adminiſtrators covenant, promiſe and agree, to and with the ſaid W. G. his Heirs, Executors and Adminiſtrators by theſe preſents, that if the ſaid W. G. his Heirs, Executors, Adminiſtrators or Aſſignes, or any of them, doe well and truly content and pay, or cauſe to be paid, unto the ſaid I. I. his Executors, Adminiſtrators or Aſſignes, the full ſum of &c. on the &c. next enſuing the date of theſe preſents, at or in the &c. That then the ſaid recited Recognizance or Statute ſtaple of &c. ſhal be utterly void and of none effect; or elſe ſhall ſtand and abide in full force and vertue, *In witneſſe &c.*

A *Defeazance upon a Judgement.*

THis Indenture made the &c. Between A. B. of &c. and W. C. of &c. witneſſeth; That whereas the ſaid A. B. hath in *Trinity* Term laſt, recovered againſt W. C. the ſumme of &c. beſides coſts of ſuit, in His Majeſties Court of *Common Pleas* at *Weſtminſter*, and thereupon had Judgement againſt the ſaid W. C. as by the Record thereof remaining in His

Majesties said Court, more at large it doth and may appear; Nevertheless, the said A. B. is contented and pleased, and doth covenant and grant by these presents, for him his heirs, Executors and Administrators, to and with the said W.C. his heirs, Executors and Administrators, That if the said W. C. his heirs, Executors, Administrators or Assignes, doe and shall well and truely pay or cause to be paid, to the said A. B. his Executors or Assignes, the full sum of &c. at or in the &c. That then and in the mean time he the said H.B. his Executors, Administrators or Assigns, shall not take out any Execution against the said W. C. his Goods, Chattels, Lands or Tenements, And that upon payment of the said sum of &c. at the day and place above named for payment, the said A. B. his &c. at the request, cost and charges in the Law of the said W.C. his Executors, Administrators or Assignes, shall and will acknowledge satisfaction upon Record, of and for the said Judgement, so as he the said W. C. doe make unto the said H. B. his Ezecutors and Administrators, good, lawfull and sufficient releases of Errours, and of all misprisions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the said Judgement or Recovery, or any entries, Pleas, Pleadings, Processe, proceedings, or other matters touching or concerning the same, *In witnesse* &c.

A *Defezance upon a Morgage of Lands, formerly forfeited.*

THis Indenture made the &c. Between R. T. of &c. of the one part, and E. F. of &c. of the other part, witnesseth; That whereas the said E. F. by his Indenture bearing date the &c. for the consi-

derations

derations therein mentioned, did give, grant, bargain, ſell, and confirme unto the ſaid R. T. his heirs and Aſsignes, all that the Mannor of &c. with the right, members and appurtenances thereof, in the County of &c. and alſo divers other Lands, Tenements and Hereditaments, in the ſame Indenture ſpecified, in which ſaid Indenture, there is conteined, a Condition or proviſoe, to this effect following, that is to ſay; That if the ſaid E. F. his heirs Executors or Aſsignes, or any of them, do truly pay or cauſe to be paid unto the ſaid R. T. his Executors, Adminiſtrators or Aſſignes, the full ſum of &c. at or in &c. that then, and from thenceforth, from and after ſuch full payment, had and made in manner aforeſaid, the ſaid recited Indenture, & every the Covenants, Grants, Articles and agreements therein conteined, ſhall be utterly void and of none effect, as by the ſaid Indenture, amongſt divers Covenants, Grants, Articles and Agreements therein contained, may more at large appear. Which ſaid ſum of &c. was not paid at the day and place of payment before limitted for the payment thereof, according to the tenour of the ſaid proviſo or condition. By reaſon whereof, the ſaid Mannor, Lands and other the premiſſes in the ſaid Indenture mentioned, are abſolutely veſted and ſetled in the ſaid R. T. Yet nevertheleſs the ſaid R. T. is contented and pleaſed, and doth covenant and grant to & with &c. that if the ſaid E. F his Heirs, Execntors, Adminiſtrators &c. or any of them do wel and truly content and pay, or cauſe to be paid unto the ſaid R. T. his Executors, Adminiſtrators or Aſſigns, the full ſum of &c. on the &c. at or &c. That then (upon the ſaid payment of the ſaid ſum of &c. in manner and form aforeſaid) and from thenceforth the ſaid recited Indenture of bargain and ſale made of the ſaid Mannor and other the premiſſes, ſhall be

utterly void and of none effect; the breach made in non-payment of the ſaid ſum of &c. in the proviſo of the ſaid Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wiſe notwithſtanding. And that alſo, upon full payment of the ſaid ſum of &c. then at any time or times after, within the ſpace of ſeven years then next following; He the ſaid R. T. his Heirs and Aſſigns, ſhall and will at the reaſonable requeſt, coſts and charges in the Law of the ſaid E. F. his Heirs and Aſſigns, grant, convey and aſſure unto the ſaid E. F. for ever, the ſaid Mannor of &c. with th'appurtenances, and all and ſingular other the premiſſes, in and by the ſaid recited Indenture granted, as aforeſaid, in ſuch manner and form, as by the ſaid E. F. his Heirs or Aſſigns, or his or their Councell learned in the Law, ſhall be reaſonably deviſed or required; ſo as in the ſaid conveyance and aſſurance ſo to be made by the ſaid R. T. his Heirs or Aſſigns, there be no further or other warranty then onely againſt him and his Heirs: And ſo as alſo the ſaid R. T. his Heirs or Aſſigns, be not compelled to travell further then the Cities of *London* or *Weſtminſter*, for the doing and executing of the ſame aſſurance. And alſo, that he the ſaid R. T. his Heirs, Executors or Aſſigns, ſhall and will deliver or cauſe to be delivered unto the ſaid E. F. his Heirs or Aſſigns, within ſix moneths next after ſuch payment made, all and every the Deeds, Evidences and Writings which the ſaid R. T. hath, touching or concerning the premiſſes, ſafe, whole, uncancelled and undefaced. *In witneſſe &c.*

Another Defeazance upon a Statute.

THis Indenture made &c. Between H. S. of &c. of the one party, and the Honourable T. Viſcount

S.

S. of the other party. Whereas the ſaid I. S. together with G. A. of &c. is and ſtandeth bound in and by four ſeverall Obligations, every of them bearing date &c. (reciting the Bonds.) as by the ſame four ſeverall Obligations, and every of them, may more plainely appear. And whereas the ſaid T. S. by his Recognizance in the nature of a Statute ſtaple, bearing date with theſe preſents (recite alſo the Recognizance) as by the ſame Recognizance or Statute ſtaple &c. Which ſaid Recognizance or Statute ſtaple of &c. is acknowledged and entred into by the ſaid T. S. for the better ſecuring of as well the ſaid ſeverall ſummes of money before mentioned, and every of them; As alſo of all ſuch other ſumme or ſummes of money, as ſhall hereafter grow due and payable for the forbearance and intereſt of the ſaid ſeverall ſummes of money ſo already borrowed and lent, or hereafter to be borrowed or lent unto, or for the ſaid T. S. and every or any of them. Now this Indenture witneſſeth, That the ſaid H. S. is contented and well pleaſed, and doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid T. S. his Executors, Adminiſtrators and Aſſignes, by theſe preſents; That if the ſaid T. S. his Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid, at or in &c. as well unto the ſeverall perſons before named, their Executors, Adminiſtrators or Aſſigns, all and every the ſaid ſum and ſums of money, reſpectively due, owing and payable unto them or any of them, as aforeſaid, at ſuch daies or times as the ſaid ſum or ſums of money ſhal grow due or payable from time to time, or within the time and ſpace of three moneths next after requeſt made unto him the ſaid T. S. his Heirs, Executors, Adminiſtrators or Aſſigns, for payment of the ſaid ſums of money, or any of them; As

alſo all ſuch other ſum and ſums of money as the ſaid H. S. ſhall hereafter borrow for, or lend unto or for the ſaid T. S. at ſuch daies or times as the ſaid ſum or ſums of money, or any of them ſo hereafter to be borrowed and lent, ſhall be due and payable; or within the time and ſpace of three moneths next after requeſt made to him the ſaid T. S. his Heirs, Executors, Adminiſtrators or Aſſigns, for payment in of ſuch ſum and ſums of money, ſo as aforeſaid borrowed: Together alſo with ſuch ſum and ſums of money, as ſhall grow due for the intereſt and forbearance of the ſaid ſum or ſums of money ſo to be borrowed: That then &c. But if default be made in payment of the ſaid ſum of money, or any of them, contrary to the form aforeſaid; Then the ſame Statute to remain in full force and vertue. In witneſſe &c.

A Bill of Sale, with a proviſo, that if the money, with allowance, be paid by a day, then to be void.

BE it known unto all men by theſe preſents, that I A. B. of &c. for and in conſideration of the ſum of 10. l. to me in hand paid at the ſealing and delivery of theſe preſents by C. D. of &c. Have bargained and ſold, and in plaine and open market, according to the cuſtome of the City of *London*, Have delivered unto the ſaid C. D. theſe ſeverall parcels hereafter mentioned (*viz.*) &c. To have and to hold the ſaid ſeverall parcels, and every of them, bargained and ſold as aforeſaid, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, to the onely proper uſe and behoof of the ſaid C. D. his Executors, Adminiſtrators and Aſſigns for ever. Provided alwaies, that if I the ſaid A. B. my Executors, Adminiſtrators or Aſſigns, do well and truly content and pay or cauſe

to

to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, the full ſum of 10. l. 10. s. of &c. on the &c. next enſuing the date hereof, at or in the &c. that then &c. And I the ſaid A. B. for my ſelf, my Executors, Adminiſtrators and Aſſigns, do covenant and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns by theſe preſents, That if default be made of or in payment of the ſaid ſum, or any part thereof, contrary to the form aforeſaid: that then I the ſaid A. B. my Executors and Adminiſtrators, and every of us, ſhall and will warrant and for ever defend the ſaid ſeverall parcels, and every of them, unto the ſaid C. D. his Executors and Aſſigns, againſt all men by theſe preſents. In witneſſe &c.

A Bargain and Sale of Houſhold ſtuffe.

BE it known unto all men by theſe preſents, that I T. N. of &c. for and in conſideration of the ſum of 25. l. of &c. to me in hand paid at the enſealing and delivery of theſe preſents by A. R. of &c. whereof I acknowledge my ſelf fully ſatisfied and paid; and thereof, and of every part and parcell thereof, do clearly acquit, exonerate and diſcharge the ſaid A. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, Have granted, bargained and ſold, and by theſe preſents do fully, clearly and abſolutely grant, bargain, ſell and deliver unto the ſaid A. R. all ſuch Goods & Houſhold-ſtuff, and implements of Houſhold, and other things mentioned and contained in a Schedule hereunto annexed, now remaining and being in one Meſſuage, Houſe or Tenement, and the Garden and Yard thereunto belonging, called *Dales*, ſcituate, lying and being in *Hammerſmith*, in the County of *Middleſex*, and now in the tenure or occupation

pation of the ſaid T. N. or of his Aſſigns. To have and to hold al and ſingular the ſaid Goods, Houſhold-ſtuffe, and implements of Houſhold, and every of them, before by theſe preſents bargained and ſold, or mentioned to be bargained and ſold unto the ſaid A. R. his Executors, Adminiſtrators and Aſſigns for ever; To do and diſpoſe of them, and every of them, at his and their will and pleaſure. And the ſaid T. N. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That he the ſaid T. N. his Executors, Adminiſtrators and Aſſigns, and every of them, all and ſingular the ſaid Goods, Utenſils, implements of Houſhold and Houſhold-ſtuffe before bargained and ſold, and every of them, unto the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, againſt all and every other perſon and perſons whatſoever, ſhall warrant and for ever defend by theſe preſents. In witneſſe &c.

A Bargain and Sale of Leaſes and Goods, on Condition to pay Debts and Legacies.

BE E it known unto all men by theſe preſents, that I A. T. of &c, have given, granted, bargained, ſold, and by this my preſent Deed do give, grant, bargain and ſell unto R. T. my Son, all my Leaſes, or Lands held by Leaſe for years, and all my Goods and Chattels both reall and perſonall, both moveable and unmoveable, quick and dead, of what kind ſoever they be of, and in whoſe hands, cuſtody or poſſeſſion ſoever they be. To have and to hold to the ſaid R. and his Aſſigns for ever, to his and their own proper uſe and behoof for evermore, upon condition following (That is to ſay) that the ſaid R. ſhal well

well and truly content and pay, or cauſe to be contented and paid all my debts whatſoever, and alſo ſhal pay and perform, or cauſe to be performed and paid all my Gifts and Legacies, which I the ſaid A.T. ſhall ordain and appoint by my laſt Will and Teſtament. *In witneſſe &c.*

The form of an Award.

TO all Chriſtian people to whom this preſent writing of Award indented ſhall come, G.M. of &c. ſendeth greeting in our Lord God everlaſting: *Whereas* divers queſtions, controverſies and ſuits, have been had, moved and depending between I.P. of &c. of the one party, and R.H. of &c. of the other party; as well for and concerning the intereſt and profits of the Rectory and Parſonage of &c. as alſo for other cauſes & actions; for the appeaſing whereof, either of the ſaid parties have elected and choſen me the ſaid G.M. to be Arbitrator indifferently between them, and to that end have bound themſelves either to other by Obligation, in the ſum of 100 l. to ſtand to and abide the Award, Arbitrament and Judgement of me the ſaid G.M. touching the premiſſes. Now know ye, that I the ſaid G.M taking upon me the charge of the ſaid Award, and minding that a final end and agreement ſhall be had and continued from henceforth between the ſaid parties touching the premiſſes, do make and declare this my Award in manner and form following: that is to ſay, Firſt, I Award &c.

A Protection in time of Parliament.

FOraſmuch as I have ſpecial occaſions to imploy the Bearer hereof, A.B. my Servant, in and about my

my ſervice and occaſions, during this preſent Seſſion of Parliament: Theſe are therefore to will & require you to forbear to arreſt, attach or impriſon him the ſaid A. B. but to permit and ſuffer him peaceably and quietly to go about his buſineſſe, at his will and pleaſure, during all this preſent time of Parliament, without any your ſuit, arreſt or diſturbance, as you will anſwer the contrary at your perill. *Given under my hand and ſeal the* &c.

A Surrender of Copy-hold Land, by way of Morgage.

Memorandum, That the day and year above written, E. L. of &c. did out of Court by the hands of R. G. and I. F. two of the cuſtomary Tenants of the ſaid Mannor, ſurrender by the Rod into the hands of the Lord of the ſaid Mannor, two parcels of Land, with th'appurtenances, containing by eſtimation ſeven acres or thereabouts, one parcel whereof lyeth in *Hammerſmith*, within the aforeſaid Pariſhes of &c. between the Lands of G. L. and R. M. Eſquire, on the Eaſt; and the Lands of G. M. Gentleman, on the Weſt; the Common Sewer on the North, and the Lands of W. H. on the South; and the other parcel of Land, containing by eſtimation four acres, being in &c. between the Land of the Biſhop of &c. on the Weſt; the Glebe-Lands belonging to the Parſonage of &c. on the Eaſt; the Lands of &c. on the North; and the Lands of the ſaid E. P. on the South; To the onely uſe and behoof of I. P. his Heirs & Aſſigns for ever. *To have and to hold* the ſaid parcels of Land, and every of them, with their and every of their appurtenances, unto the ſaid I. P. his Heirs and Aſſigns for ever, according to the cuſtome of the ſaid Mannor. Provided alwayes nevertheleſſe, & upon this condition, that if the ſaid E. L. his Heirs or Aſſigns, do

do well and truly content and pay, or cauſe to be paid unto the ſaid I. P. his Executors, Adminiſtrators or Aſſigns, the full ſum of one hundred thirty and four pounds of lawfull money of *England*, on the &c. next enſuing the date within written, at or in &c. That then this preſent ſurrender to be void and of none effect, or elſe to ſtand and abide in full force and virtue.

An Aſſignment of a Judgement.

TO all &c. A.C. of &c. ſendeth greeting; Whereas T. W. of &c. and H. E. of &c. by their obligation bearing date &c. in the tenth year of the Reign of our Sovereign Lord *Charls* &c. are and ſtand joyntly and ſeverally bound unto the ſaid A. C. in the ſum of &c. with condition of payment of &c. on the &c. then next following at &c. as by the ſame obligation may appear, which ſum of &c. was not paid at the day and place before expreſſed for the payment thereof, whereby the ſaid obligation became forfeited; Sithence which time, the ſaid A. C. hath commenced her action of Debt upon the ſaid recited obligation, in His Majeſties Court of *Kings Bench* at *Weſtminſter*, and hath thereupon recovered and obtained a Judgement of 200 l. and 25 s. coſts of ſuit, againſt the ſaid T. W. in *Hillary* Terme laſt paſt, before the date of theſe preſents: Now know all men by theſe preſents, that ſhe the ſaid A. C. for divers good cauſes and conſiderations her thereunto moving, hath conſtituted and appointed her well beloved friend T. K. of &c. her true and lawfull Atturney for her, and in her name to demand, aſk, leavy, recover, receive and take of the ſaid T. W. his Heirs, Executors, Adminiſtrators and Aſſigns, the ſaid ſum of 200 l. and 25 s. coſts of ſuit, and for

default

default of payment thereof, or of any part thereof, to sue forth one or more Writ or Writs of Execution, or other lawfull Processe whatsoever, and further do, and use all other lawfull wayes and means for the recovery thereof, as by her said Atturney or his Councel learned in the Law shall be reasonably devised, advised or required, and the said sum and sums of money so to be had & received upon the said Judgement, or upon any Execution thereon to be prosecuted and taken out, to detaine and keep to the only use and behoof of the said T. K. his Executors, Administrators and Assignes, without any accompt thereof or therefore to be rendred, to her the said A. C. And the said A. C. doth hereby covenant, promise, grant and agree, to and with the said T. K. her said Atturney, that at the sealing and delivery of these presents, the said Judgement is and remaineth unpaid and unsatisfied, and that she the said A. C. nor her Executors, Administrators or Assigns, nor any of them, shall or will at any time hereafter release, discharge, or otherwise do or suffer to be done, any act or thing whatsoever, to discharge or impeach the validity of the said Judgement, without the consent and agreement of the said T. K. in writing under his hand and seal first had and obtained; Nor shall revoke or countermand the authority and power to him by these presents given and granted, She the said A. C. hereby ratifying and approving all and every lawfull act and acts, and other proceedings whatsoever, which her said Atturney shall prosecute, commence or sue forth, for, upon or by reason of the said judgement: so alwayes that he the said T. K. do and shal at all times hereafter, and from time to time, pay and bear all such sum and sums of money, costs and charges of suit, as the said A. C. or her Executors, Administrators or Assigns, shall be compelled to disburse

burſe for or concerning the premiſſes; and do and ſhall alſo ſave, defend and keep harmleſſe and indemnified her the ſaid A. C. her Executors and Adminiſtrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatſoevor, of and from all and all manner of coſts, charges, ſuits, troubles and detriments whatſoever, that ſhall or may happen or come againſt her the ſaid A. C. her Executors and Adminiſtrators, for or by reaſon of the ſaid Judgement, or any Execution thereupon had or taken. *In witneſſe, &c.*

A Letter of Atturney of a Bond.

TO all Chriſtian people &c. I W. M. of &c. ſend greeting. Whereas R. B. of &c. and I. B. of &c. by their Obligation bearing date the &c. now laſt paſt, are and ſtand bound unto me the ſaid W. M. in the ſum of &c. with condition for the payment of &c. on the &c. now next following, as by the ſame Obligation may appear. Now know ye, that I the ſaid W. M. have hereby made, ordained, conſtituted and appointed my beloved Friend H. B. of &c. to be my lawfull Atturney and Aſſignee for me, and in my name to demand and receive the ſaid ſum of &c. at the day of &c. if the ſame ſhall be then paid: And if the ſame ſhall not be then paid, then to ſue for and recover the ſaid ſum of &c. being the penaltie of the ſaid Bond; and I the ſaid W. M. ſhall and will allow and maintain all and every action, plea and proceſſe which he the ſaid W. B. ſhall in my name bring or ſue for the obtaining and recovery thereof. *In witneſſe, &c.*

An

An *Aſſignment of a Statute.*

THis Indenture made &c. Between I. I. of &c. on the one part; and T. W. of &c. on the other part. Whereas T. M. of &c. by his recognizance in the nature of a Statute ſtaple, bearing date &c. in the 23 year of &c. taken and acknowledged before Sir I. K. Knight and Baronet, Lord Chief Juſtice of His Majeſties Court of Kings Bench, is and ſtandeth bound unto the ſaid I. I. in the ſum of 800 l. of &c. with Defeazance thereupon made, That if the ſaid T. M. his Heirs, Executors, Adminiſtrators or Aſſigns, do pay or cauſe to be paid to the ſaid I. I. his &c. the ſum of 400 l. of &c. on the &c, then next enſuing the date of the fore-recited Recognizance, at &c. that then the ſaid fore-recited Recognizance ſhould be void, or elſe to remain in full force and virtue; as in and by the ſaid recited Recognizance, with defeazance thereupon made, whereunto relation being had, more at large appears, which ſaid ſum of 400 l. or any part thereof, was not paid at the day and place for payment thereof; by reaſon whereof, the ſaid recited Recognizance or Statute ſtaple of 800 l. became forfeited. Now this Indenture witneſſeth, That the ſaid I. I. for divers good cauſes and conſiderations him thereunto eſpecially moving, Hath granted, aſſigned and ſet over unto the ſaid T. W. his Executors, Adminiſtrators, &c. as well the ſaid recited Recognizance or Statute ſtable of 800. l. therein mentioned; As alſo all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid I. I. in and to the premiſſes, and the ſaid I. I. doth by theſe preſents give and grant unto the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, full power and authority for and in the name of him the ſaid I. I. his Heirs, Executors and Adminiſtrators:

But

But to and for the onely use and behoof of the said T. W. his Executors, Administrators and Assigns, to demand, ask and receive of the said T. M. his Heirs, Executors and Administrators, the said sum of &c. mentioned, and due in and by the said recited Recognizance or Statute staple: And if upon demand the said sum of 800. l. be not paid, that then the Statute staple to prosecute, And sue forth severall Writs of extent and liberate upon the said Statute, out of his Majesties Court of Chauncery, according to course, as in such case is used, and to use all and every other lawfull waies and means for the recovery thereof, as he the said T. W. his &c. shall think fit and convenient: And the same so recovered and received, to detain and keep to and for the onely use and behoof of the said T. W. his Executors, Administrators and Assigns. And upon receipt thereof, or any other satisfaction or composition therfore to be had, made or given unto the said T. W. his Executors, Administrators or Assigns, by the said T. M. his Heirs, Executors or Assigns, to acquit, release and discharge the said T. M. his Heirs, Executors and Administrators, and every of them, of, for, from and concerning the said recited Recognizance and Statute staple, and of and from the sum of money therein expressed. And the said I. I. shall and will ratifie, allow and maintain all and whatsoever lawfull act and acts, thing and things the said T. W. his Executors, Administrators or Assigns, shall do or cause to be done in or about the premisses, by these presents granted. And the said I. I. doth for himself, his Executors and Administrators, covenant, promise and grant to and with the said T. W. his Executors, Administrators and Assigns by these presents in manner and form following; That is to say, that neither he the said I. I. his Executors, Administrators or Assigns, nor any of

them, have, or at any time heretofore hath releaſed, acquitted or diſcharged the ſaid recited Recognizance or Statute ſtaple, and ſum of 800.l. therein mentioned, or either of them, nor ſhall nor will at any time or times hereafter, releaſe, acquit or diſcharge the ſaid recited Recognizance or Statute ſtaple, or ſum of money therein contained, or any ſuit writ, plea, proceſſe or action, which he the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, ſhall ſue, proſecute or commence, upon or by reaſon of the ſaid recited Recognizance or Statute ſtaple, in the name or names of the ſaid I. I. his Executors or Adminiſtrators, without the ſpeciall conſent or agreement of the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, firſt had & obtained in writing under his or their hands and ſeals. And alſo that he the ſaid I. I. his Executors and Adminiſtrators, ſhall and will at any time or times hereafter, at the reaſonable requeſt coſts and charges of the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, make or cauſe to be made unto the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, al and every ſuch further and other lawful act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, for the further, better and more perfect aſſuring and aſſigning of the ſaid recited Recognizance or Statute ſtaple & ſum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the ſaid T. W. his Executors, Adminiſtrators or Aſsigns; As by the ſaid T. W. his Executors, Adminiſtrators or Aſsigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *In witneſſe* &c.

An

An Aſſignment of an Annuity.

TO all Chriſtian people &c. T. D. of &c. ſendeth greeting &c. Whereas T. D. of &c. late Uncle of the ſaid T. D. party to theſe preſents, in and by one Indenture bearing date the &c. and in the &c. made between the ſaid T. D. Uncle to the &c. of the one part; and B. E. and G. C. of &c. of the other part, purporting certain uſes, as in the ſame Indenture is limitted and expreſſed: Did give and grant unto the ſaid T. D. party to theſe preſents, one Annuity or yearly payment of 10. l. of &c. *per annum*, for and during the naturall life of the ſaid T. D. party to theſe preſents, to begin to be paid yearly to the ſaid T. D. party to theſe preſents, from and after the deceaſe of A. D. late Wife of the ſaid T. D. the Uncle, as by the ſaid Indenture, among divers other things therein contained, more at large appears. Now know ye, that the ſaid T. D. party to theſe preſents, for and in conſideration of the ſum of &c. to him in hand at and before the enſealing and delivery of theſe preſents by W. P. of &c. well and truly paid, whereof and wherewith the ſaid T. D. party to theſe preſents, acknowledgeth himſelf fully ſatisfied, contented and paid by theſe preſents. And for divers other &c. Hath given granted, bargained, ſold, aſsigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſsign and ſet over unto the ſaid W. P. his Executors, Adminiſtrators and Aſsigns as well the ſaid Annuity or yearly payment of &c. As alſo all the eſtate, right, title, intereſt, property, claim and demand, which he the ſaid T. D. party to theſe preſents, hath or may, can, might, ſhould or ought to have of, in or to the ſame, by force and vertue of the ſaid Indenture of uſes, or any thing therein contained

or otherwiſe. And the ſaid T. D. party to theſe preſents, for him, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, in manner and form following: That is to ſay, That he the ſaid T. D. party to theſe preſents now hath lawfull authority to give, grant, bargain and ſel the ſaid Annuity, in manner and form aforeſaid: And that heretofore neither he, nor any other by his appointment, or with his conſent, hath made any former bargain, ſale, gift, graut, Aſſignment, ſurrender, extinguiſhment, charge or incumbrance of the ſaid annuity or yearly payment of &c. or of any part thereof: Nor that he the ſaid T. D. party to theſe preſents, nor any other by or from him, or with his conſent, have or hath done, nor hereafter at any time ſhall do, commit or ſuffer to be done any act, deed or thing whatſoever, whereby the ſaid W. P. his Executors, Adminiſtrators or Aſſigns, ſhall or may be hindred or letted of or in the having, receiving and enjoying of the ſaid annuity or yearly rent, or any part thereof: And that the ſaid W. P. his Executors, Adminiſtrators or Aſſigns, ſhall or may from time to time, and at al times from and after the deceaſe of the ſaid A. D. for and during the naturall life of the ſaid T. D. party to theſe preſents, lawfully, peaceably and quietly have, hold, uſe, poſſeſſe, occupy and enjoy the ſaid annuity or yearly rent of &c. and every part and parcel thereof: To the onely proper uſe and behoof of the ſajd W. P. his Executors, Adminiſtrators and Aſſigns for ever, without the ler, trouble, moleſtation, interruption or diſturbance of him the ſaid T. D. party to theſe preſents, or any other perſon or perſons, by his means, title or procurement. And further that the ſaid T. D. party to theſe preſents, ſhal and will from time to time, and at all times hereafter

at

at the reaſonable requeſt, coſts and charge in the Law of the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, do or cauſe, procure or ſuffer to be done, all ſuch further act and acts, thing and things, for the further aſſuring of the premiſſes to the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, for and during the naturall life of the ſaid T. D. party to theſe preſents, after the death of the ſaid A. D. as by the ſaid W. P. his Executors or Aſſigns, or by his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *In witneſſe &c.*

An Aſſignment of a Leaſe.

THis Indenture made &c. Between H. S. of &c. of the one part, and R. L. of &c. of the other part. Whereas I. H. of &c. by his Indenture of Leaſe bearing date the &c. for the conſideration therein expreſſed, did demiſe, grant, ſet and to farm let unto the ſaid H. S, all that Meſſuage or Tenement, called or known by the name of &c. ſcituate, lying and being in *Fleet ſtreet London*, and then in the tenure or occupation of the ſaid I. H. together with all Water-courſes, Lights, Waies, Eaſments, Commodities and appurtenances whatſoever, to the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes thereby granted, or any of them then made or belonging. *To have and to hold* the ſaid Meſſuage or Tenement and all and ſingular other the before mentioned premiſſes, with their and every of their appurtenances, unto the ſaid H. S. his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of &c. laſt paſt before the date of the ſame Indenture, unto the full end & term of 21 years from thenceforth next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term of 21 years

the yearly rent of &c. at the four uſuall Feaſts or terms in the year: that is to ſay, at the &c. or within 10 daies next enſuing any of the ſaid Feaſts, by even and equall portions, as in and by the ſaid Indenture of Leaſe, among diuers Covenants, Grants, Articles, Clauſes and agreements therein contained, whereunto relation being had, more fully and at large appeare. Now this Indenture witneſſeth, that the ſaid H. S. for and in conſideration of the ſum of &c. to him in hand at and before the enſealing and delivery of theſe preſents by the ſaid R. L. well and truly paid, whereof and wherewith he acknowledgeth himſelf fully ſatiſfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit & diſcharge the ſaid R. H. his Executors, Adminiſtrators and Aſſigns for ever by theſe preſents, Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth grant &c. unto the ſaid R. L. all the eſtate, right, title, intereſt, term of yeares yet to come and unexpired, property, claim & demand whatſoever, which he the ſaid H. S. now hath, or may, might or ought to have or claim of, in or to the before mentioned premiſſes, & every or any part or parcell thereof, with the appurtenances, by force, and vertue of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever: Together with the ſaid Indenture of Leaſe, *To have and to hold* as well the ſaid premiſſes before mentioned to be demiſed, in and by the ſaid Indenture of Leaſe: As alſo all the eſtate, right, title, intereſt, uſe, poſſeſſion, claim and demand whatſoever of him the ſaid H. S. of, in and to the premiſſes, unto him the ſaid R. L. his Executors, Adminiſtrators and Aſſigns, from the day of the making hereof, for and during all the reſidue and number of years yet to come and unexpired of the ſaid term of &c. in and by the ſaid Indenture of Leaſe granted in ſuch like

like, and in as large and ample manner and form, to all intents and purposes, as the said H. S. now hath, enjoyeth, or may, might or ought to have and enjoy the premisses, by force, vertue and meanes of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever. Together with the said Indenture of Lease, as aforesaid. And the said H. S. for himselfe, his Executors & administrators, doth covenant, promise and grant to and with the said R. L. his Executors, administrators and assigns by these presents, That the said R. L. his Executors, administrators and assigns, shall and may lawfully, peaceably and quietly have, hold, possesse and enjoy the before mentioned premisses, and every part thereof, with the appurtenances, for and during the residue and number of years yet to come & unexpired of the said term of &c. in and by the said Indenture of Lease granted, without any lawfull let, suit, trouble, deniall or interruption of him the said H. S. his Executors, administrators or assigns, and that freely and clearly acquitted and discharged, or otherwise well and sufficiently saved and kept harmlesse of and from all other gifts, grants, bargains, sales, leases, rents, arrearages of rents, forfeitures, re-entries, cause and causes of re-entries, troubles and incumbrances whatsoever, had, made, committed or done by the said H. S. his Executors, administrators &c. the rents and covenants in and by the said recited Indenture of Lease reserved, which on the Tenants or Leassees part & behalf of the same premisses frō henceforth are or ought to be paid, performed and done (only excepted and fore-priz'd) Of which said rents and covenants the said R. L. for himself, his Executors and administrators, doth covenant, promise and grant to and with the said H. S. his Executors, administrators and assigns by these presents, clearly to acquit and discharge, or otherwise

from time to time, and at all times hereafter from henceforth, well and ſufficiently ſave and keep harmleſſe and indempnified the ſaid H. S. his Executors, Adminiſtrators and aſſigns, and every of them by theſe preſents. *In witneſſe &c.*

A Preamble of a Will.

IN the name of God. *Amen.* the 16 day of *October*, 1647. in the 23 year of &c. I G. H. of &c. being ſick and weak in body, but of ſound and perfect memory (praiſe be given to God for the ſame) and knowing the uncertainty of this life on earth, and being deſirous to ſettle things in order, do make this my laſt Will and Teſtament in manner and form following: That is to ſay, Firſt and principally I commend my ſoul to Almighty God my Creator, aſſuredly believing that I ſhall receive full pardon and free remiſſion of all my ſins, and be ſaved by the precious death and merits of my bleſſed Saviour and Redeemer Chriſt Jeſus; and my body to the earth, from whence it was taken, to be buried in ſuch decent and Chriſtian manner, as to my Executors hereafter named, ſhall be thought meet and convenient. And as touching ſuch worldly eſtate as the Lord in mercy hath lent me, my will and meaning is, the ſame ſhall be imployed and beſtowed, as hereafter by this my Will is expreſſed. And firſt, I do revoke, renounce, fruſtrate and make void all Wils by me formerly made, and declare and appoint this my laſt Will and Teſtament. *Item*, I give and bequeath &c.

A Condition to pay money at the day of Marriage or day of Death.

THe Condition of this Obligation is ſuch, That if the within bounden A. B. his executors, adminiſtrators and aſſigns, do well and truly pay or cauſe to be paid unto the within named C. D. his executors, adminiſtrators or aſſigns, at or in the &c. the ſum of &c. within ſix moneths next after the ſolemnization of the marriage of the aboveſaid A. B. or the day of death and deceaſe of B. C. of &c. Gentleman, which ſhall firſt happen after the date within written, without fraud or coven: That then &c.

A Condition to deliver Hay and Oats by a day, &c.

THe Condition &c. that if the within bounden I. A. his executors, adminiſtrators or aſſigns, do and ſhall well and truly deliver or cauſe to be delivered unto the within named T. I. his executors, adminiſtrators or aſſigns, at &c. five cart-loads of good, ſweet, well made and well dried Hay, every load containing &c. and 20 quarters of ſound, wholſome and ſweet Oats, good and Merchantable ware, every quarter to contain &c. between the Feaſt-day of Saint *John* the Baptiſt, and Saint *James* the Apoſtle, next enſuing the day within written, frank and free, without any thing therefore to be paid without fraud or coven: That then &c.

A Condition to perform Covenants.

THe Condition of &c. that if the within bound L. R. his Executors, Adminiſtrators and Aſſigns,

ſigns, and every of them do and ſhall at all times hereafter, and from time to time, well and truly obſerve, performe, fullfill, pay, doe and keep, all and every the Covenants, Grants, Articles, clauſes, proviſoes, payments, and agreements which on his or their parts and behalfs are and ought to be obſerved, performed, fullfilled, paid, done and kept, ſpecified and comprized in a certain pair of Indentures of Leaſe bearing date within written, made between the within named L. R. on the one part and N. G. on the other part, and that in, and by all things according to the true intent and meaning of the ſame Indenture, That then, &c.

A Condition for the truth of an Apprentice.

THe Condition &c. that whereas I. R. Son of the within bound E. R. by his Indenture of apprentiſhip bearing date &c. laſt paſt before the date within written, hath put himſelf apprentice unto the within named H. S. with him to dwell after the manner of an apprentice from the &c. next enſuing the date within written, for and during the term of &c. years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear. If therefore the ſaid I. ſhall well and truly ſerve and dwell with the ſaid H. during all the ſaid term of &c. years: And if at any time or times hereafter during the ſaid term of &c. the ſaid I. ſhall by negligence or otherwiſe conſume, imbezle, waſte, looſe, miſſpend or unlawfully make away, any of the monies, plate, goods, chattels, wares or merchandizes of the ſaid H. S. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtody then and ſo often, if the ſaid E. R. his Executors, Adminiſtrators and Aſſigns, or any of them,

them, ſhall within three moneths next after the proof thereof made, either by confeſſion of the ſaid I. R. or otherwiſe howſoever, and notice thereof given either by writing or otherwiſe, unto the ſaid E. R. his Executors, Adminiſtrators or Aſſigns, make ſufficient recompence, ſatisfaction and payment unto the ſaid H. S. his Executors, Adminiſtrators and Aſſigns, of and for all ſuch monies, plate, goods, chattels, wares and merchandizes, as ſhall be ſo duely proved, as aforeſaid, to be by the ſaid I conſumed, imbezled, waſted, loſt, miſſpent or unlawfully made away: That then &c.

A Condition to abide the Award of Arbitrators, if they make an Arbitrament; and if not, then to abide the Umpirage of an Umpire.

THE Condition &c. that if the within bounden A. S. his Heirs, Executors and Adminiſtrators, and every of them, for his and their parts and behalfs in all things, do well and truly ſtand to and abide, obſerve, perform, obey, fulfill and keep all and every the award, arbitrament, doom, determination, finall end and judgement of Sir T. S. of &c. and H. S. of &c. Arbitrators indifferently nominated, elected and choſen, as well on the part and behalf of the within bound A. S. as on the part and behalf of the within named F. L. to award, arbitrate, determine and judge of, for, upon or concerning all and all manner of judgements, executions, actions, ſuits, cauſe and cauſes of action and ſuit, accompts, reckonings, ſum and ſums of money, treſpaſſes, ſtriſes, variances, quarrels, controverſies, judgements, executions and demands whatſoever, had, made, moving or depending, or having, being and beginning between the ſaid parties at any time or times before the day of the date of theſe preſents. So alwaies that the ſaid award, arbitrament, doom, deter-

determination and judgement of the ſaid Arbitrators of, for, or upon the premiſſes, be made or put in writing indented under their hands and ſeals, and ready to be delivered to the ſaid Parties, or to ſuch of them as ſhall come and require the ſame of the ſaid Arbitrators on this ſide, or before the &c. and if the ſaid Arbitrators ſhall make and put in writing indented no ſuch award or arbitrament, as aforeſaid, for and upon the premiſſes, at or before the ſaid day of &c. If then the ſaid A. S. his Heirs, Executors, and Adminiſtrators, and every of them, for his and their part and behalfe in all things, do well and truly ſtand to, abide, obey, obſerve, perform, fulfill, pay and keep all and every the award, umpirage, arbitrament, determination, finall end and judgement of Sir R. R. of &c. Umpire indifferently elected and choſen on the part and behalf of either of the ſaid parties to award, arbiter, determine, and finally to judge of, for, upon or concerning all and ſingular the aforeſaid premiſſes; ſo alwaies that the ſaid award, umpirage, arbitrament, determination and finall end and judgement of the ſaid Umpire, of, for or concerning the ſame premiſſes, be made or put in writing indented under his hand ane ſeal, at or on the &c. and ready to be delivered to the ſaid parties, or to ſuch of them as ſhall come and require the ſame of the ſaid Umpire: That then &c.

A Condition that one ſhall not demiſe or alien, without conſent.

THE Condition &c. that if neither the above bound R. R. nor his Aſſigns, nor any of them, do or ſhall at any time hereafter demiſe, grant, bargain, ſell or otherwiſe do away his or their eſtate, right, title, intereſt, claim and demand either in fee-ſimple,

fee-

fee-tail or otherwiſe, to any perſon or perſon whatſoever, of, in or to that the Mannor of &c. in the County of &c. with the rights, members and appurtenances thereof in the ſaid &c. whatſoever; or of, in or to any part or parcell thereof, which he the ſaid R. R. or his Heirs, have, hath or had, may, might, ſhould or ought to have or claim of, in or to the ſaid Mannor, with the appurtenances, without the conſent and agreement of the above named T. I. his Heirs or Aſſigns, or ſome of them to that effect, firſt had and obtained in writing under his, their or ſome of their hands and ſeals: That then this &c.

A Condition to juſtifie all ſuch actions as ſhall be commenced by reaſon of a Letter of Atturney.

THe Condition &c that whereas the within bound I. E. by his Deed or Letter of Atturney bearing date &c. hath made and conſtituted the within named W. D. his true, lawfull and ſufficient Atturney to aſk, levy, recover and receive for him, and in his name, to the onely proper uſe and behoof of the ſaid W. D. his Executors and Adminiſtrators, 200. l. of &c. wherein R. C. of &c. by his Obligation bearing date &c. is and ſtandeth bound unto the ſaid I. E. as by the ſame Letter of Atturney more at large it doth and may appear. If therefore the ſaid I. E. his Executors and Adminiſtrators, and every of them, do at all times hereafter, and from time to time, avow, juſtifie and maintain all and every ſuch lawfull action and actions, plaints, proceſſe, ſuits, judgements and executions, as the ſaid W. D. his Executors, Adminiſtrators and Aſſigns, or ſuch as the ſaid W. D. his Executors, Adminiſtrators or Aſſigns, ſhall thereunto aſſign, name and appoint, ſhall attempt, commence and purſue in the name

name of the ſaid I. E. his Executors or Adminiſtrators, againſt the ſaid R. C. his Executors or Adminiſtrators, or any of them, upon or by reaſon of the ſaid recited Obligation. And alſo that if neither the ſaid I. E. his Executors or Adminiſtrators, or any of them ſhal hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the ſaid debt of 200l. or any part or parcel thereof, is or ſhall be releaſed, or in any wiſe diſcharged; or whereby, or by reaſon whereof, any action or actions, writ, plea, Proceſſe or execution to be had, attempted, brought or executed, for, touching or concerning the ſuing for or recovery of the ſaid ſum of 200. l. ſhal be any way impeached, abated, withdrawn, delayed or hindred, except it be by and with the conſent of the ſaid W. D. his Executors or Adminiſtrators, under his or their hands and ſeales, firſt had and obtained in writing: That then &c.

A Condition for payment of money yearly, with a clauſe to find new ſureties upon death of any of the former.

THe Condition &c. that if the within bound R. D. W. D. & R. B. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, do well and truly pay or cauſe to be paid unto the within named I. A. his Executors or Aſſigns, yearly from henceforth, for and during the term of 21 years, the yearly ſum of &c. at or in &c. at the four uſuall Feaſts or Terms in the year: That is to ſay, at the Feaſt of &c. or within 20 daies next after every of the ſaid Feaſts by even and equall portions to be paid. And if it ſhall happen the ſaid R. D. W. D. or R. B. or either of them, to die or depart his or their naturall life or lives before the ſaid term of 21 years ſhall be fully ended

ended, next after the date within written: If then the ſaid R. D. his Executors or Adminiſtrators, do within three moneths next after requeſt in that behalf to him or them to be made by the ſaid I. A. his Executors, Adminiſtrators or Aſſigns, procure and cauſe ſuch other ſufficient and able perſon or perſons to become bound and enter into Bond unto the ſaid I. A. his Executors, Adminiſtrators or Aſſigns, by Obligation in due form to be made for the ſame payment of the ſaid yearly ſum of &c. for and during ſo many years as ſhall be then to come and unexpired of the ſaid term of 21 years, and with the like clauſe for puting in other new ſureties, as herein is expreſſed, as ſhall be of ſufficient ability to anſwer and pay the ſum of money, wherein he or they ſhall ſo ſtand bound if the ſame ſhould be forfeited: That then &c.

A *Condition to ſave harmleſſe from Legacies.*

THe Condition &c. that if the within bound W. W. his Heirs, Executors and Adminiſtrators and every of them, do and ſhall from time to time, and at all times hereafter, clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſſe the within named B. E. his Heirs, Executors and Adminiſtrators, and every of them, and his and their goods, chattels, lands, tenements, poſſeſſions and hereditaments, and every of them, as well againſt the children of R. E. late of &c. deceaſed, their Executors, Adminiſtrators and Aſſigns, and every of them; as alſo againſt all and every other perſon or perſons whatſoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, ſum and ſums of money and bequeſts whatſoever, given and bequeathed unto them, and every or any of them, in and by the laſt Will and Teſta-

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ment of the ſaid R. E. or otherwiſe; and of and from all actions, ſuits, coſts, judgements, extents, executions and demands whatſoever, which ſhall or may at any time hereafter happen to ariſe, come or grow, to, for or againſt the ſaid B. F. his Executors, Adminiſtrators and Aſſigns or any of them, upon or by reaſon of the ſame: That then &c.

A Condition not to moleſt, ſue or trouble for any matter or cauſe before paſt.

THE Condition &c. that if neither the within bound A. B. his Executors, Adminiſtrators or Aſſigns, or any other perſon or perſons, for him or them, or in his or their name or names, do not at any time or times hereafter, moleſt, ſue, vex or trouble the within named C. D. his Executors or Adminiſtrators or any of them, by any manner of waies or means whatſoever, for, upon or by reaſon of any matter or cauſe whatſoever, had, made, moving or depending between the ſaid parties, from the beginning of the world unto the day of the date within written: That then &c.

A *Condition to ſeal a counterpart of an Indenture by a day.*

THE Condition &c. that if one A. B. of &c. ſhall on this ſide, and before the firſt of &c. ſeal and ſubſcribe to the counterpart of one Deed indented, bearing date &c. made between the within named W. M. of the one part, and the ſaid A. B. of the other part: and the ſame ſo ſealed and ſubſcribed, do deliver, as his proper act and deed, to the onely uſe and behoof of the ſaid W. M. and alſo the ſaid counterpart of the ſaid Deed indented, ſo

ſealed,

ſealed, ſubſcribed and delivered by the ſaid A. B. in manner and form aforeſaid, do on this ſide, and before the &c. then next enſuing, deliver or cauſe to be delivered unto the ſaid W. M. his Heirs or Aſſigns, whole, uncancelled and undefaced, at or &c. That then &c.

A *Condition for acknowledmnet of a Fine.*

THe Condition &c. that if the above bounden G. S. and A. his Wife, do and ſhall at and before the &c. next enſuing the date within written, at the coſts and charges in the Law of the within named R. P. his Heirs or Aſſigns, before the Juſtices of the court of Common Pleas at *Weſtminſter*, acknowledge and levy one fine, *ſur conuſans de droit comme ceo que ont de ils done &c.* unto the ſaid R. P. his Heirs &c. with Proclamation according to the Laws and Statutes of this Realm in that behalf provided of all thoſe Meſſuages, Lands, Tenements and Hereditaments, with the appurtenances, lying and being in P. in the County of E. which by one Deed indented, bearing date with theſe preſents, are mentioned to be bargained and ſold by the ſaid G. S. to the ſaid R. P. his Heirs &c. and every part and parcel thereof, to the onely uſe and behoof of the ſaid R. P. and of his Heirs and Aſſigns for ever, according to the true intent and meaning of the ſame Deed, as by the ſaid R. P. his Heirs or Aſſigns, or by his or their Councel learned in the Law ſhall be reaſonably deviſed and required: That then &c.

A *Condition to deliver an Obligation by a day.*

THe Condition &c. that whereas the within named T. M. by his Obligation bearing date &c. is and ſtanderh bound unto the within bounden

P. F. in the ſum of 100. l. with condition &c. as by the ſame Obligation may appear. If therefore the ſaid P. F. his Executors, Adminiſtrators or Aſſigns, do or ſhall on or before the &c. next enſuing the date within written, deliver or cauſe to be delivered unto the ſaid T. M. his Executors, Adminiſtrators or Aſſigns, the ſaid recited Obligation cancelled or to be cancelled: That then &c.

A Condition to pay money during life.

THe Condition &c. that if &c. W. W. his Executors, Adminiſtrators or Aſſigns, or any of them, do or ſhal yearly, for and during, the naturall liſe of A. W. of &c. wel & truly pay or cauſe to be paid unto the within named W. M. his Executors, Adminiſtrators or Aſſigns, for and towards the maintenance of the ſaid A. the ſum of &c. at or in &c. on four daies in every year: That is to ſay, on the &c. by even and equall portions, the firſt payment thereof to be made and begin on the &c. next enſuing the date within written, he the ſaid W. M. his Executors, Adminiſtrators or Aſſigns, upon every ſuch payment, ſealing and delivering to the ſaid W. W. his Executors, Adminiſtrators or Aſsigns, to his and their uſe, a ſufficient acquittance and diſcharge in writing under his hand and ſeal of the money ſo paid, and ſo from time to time received: That then this &c.

A Condition to aſſign-over a Leaſe by a day

THe Condition &c. that if &c. I. W. in conſideration of 300. l. to him in hand paid by the within named P. C. do and ſhall on this ſide, and before &c. next enſuing the date within written, at the coſts and charges in the Law of the ſaid P. C. his Executors, Adminiſtrators

Adminiſtrators or Aſsigns, by good conveyance and aſſurance in the Law, grant, convey and aſſure unto ſuch perſon or perſons as the ſaid P.C. ſhall nominate and appoint; as well one Indenture of Leaſe made by and from A.B. to the ſaid I.W. bearing date &c. and all Lands, Tenements and Hereditaments therein and thereby demiſed and granted; as alſo all the eſtate, right, title, intereſt, rent, reverſion, property, claim and demand whatſoever of him the ſaid I. W. of, in or to the premiſſes, clearly diſcharged of all Incumbrances whatſoever, done or to be done by the ſaid I. W. or any by his means, conſent or procurement, except one Leaſe heretofore made by the ſaid I. W. to one T. T. of the premiſſes, whereupon the yearly rent of 100. l. is reſerved: which ſaid yearly rent ſhal or may from henceforth be paid to the ſaid P. C. or to ſuch perſon or perſons as he ſhall name or appoint during the continuance of the ſaid Leaſe. And if the ſaid I. W. do and ſhall permit and ſuffer the ſaid P.C. and his Aſsigns, from time to time, and at all times hereafter, to have, receive and take the rents, iſſues and profits of the premiſſes, without the let or denial of the ſaid I. W. or his Executors: That then &c.

A Condition for quiet enjoying of a Meſſuage.

THe Conditſon &c. that if the within named I.M. his Heirs and Aſsigns, and every of them, ſhal and may for ever from henceforth peaceably and quietly have, hold, uſe, occupy, poſſeſs & enjoy al that Meſſuage or Tenement, & Lands, ſcituare, lying and being in &c. and every part and parcel thereof, mentioned to be bargained and ſold by the within bound R. W. to the ſaid I. M. in and by a certain Indenture of bargain and ſale, bearing date the day of the date within written, made between the within bound R. W. and

A. his Wife, on the one part; and the above named I.M. on the other part, clearly diſcharged or otherwiſe ſufficiently ſaved and kept harmleſſe of and from all and all manner of eſtates, titles, troubles, charges and incumbrances whatſoever, at any time heretofore had, made, committed, permitted, ſuffered or done by the ſaid R.W. and A. his Wife, or either of them, or by his or their means or procurement: That then &c.

A Condition not to do any act to prejudice the eſtate of the Obligor in a Leaſe &c.

THe Condition &c. that if the within bound R.R. hath not done, nor that he, his executors nor adminiſtrators, at any time hereafter, ſhall wittingly or willingly do or aſſent unto any manner of act or acts, deviſe or deviſes; whereby, or by reaſon whereof, the intereſt, eſtate and term of years which the within named H. B. hath, of, in or to any the Meſſuages, Lands, Grounds, Tenements or Hereditaments, called &c. or any part or parcell thereof, is or ſhall be alienated, bargained, ſold, aſſigned, determined, avoided or incumbred, or whereby one Obligation or Deed obligatory, bearing date the &c. laſt paſt before the date within written, is or ſhall be diſcharged, releaſed and made void, or looſe any manner of force or ſtrength, except it be by and with the aſſent, conſent and agreement of the within named H. B. his executors or adminiſtrators, wherein one R. A. Citizen &c. ſtandeth bound to the ſaid R. R. in the ſum of &c. with a certain condition thereupon endorſed, touching the Meſſuages, Lands and Tenements, called &c. as by the ſame may appear: That then &c.

A Condition to pay rent during a Leaſe parole, and at the end to depart, leaving the goods and houſhold ſtuffe mentioned &c.

THe Condition &c. that whereas the above named T. L. hath by Leaſe parole ſet and to farm-let to the above bound T. D. all that capitall Meſſuage &c. for the term of &c. to be reckoned and accompted from the &c. at and for the yearly rent of &c. of lawfull &c. payable in form following: That is to ſay, on the &c. If therefore the ſaid T. D. his Executors, Adminiſtrators, Under-tenants or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the ſaid T. L. his executors, adminiſtrators or aſſigns, the ſaid yearly rent or ſum of &c. in manner and form, as is before expreſſed. And alſo if the ſaid T. D. his executors, adminiſtrators, under-tenants and aſſigns, do at the end and expiration of the ſaid term of &c. to be reckoned as aforeſaid, depart out of the ſaid houſe, and leave the poſſeſſion thereof, and other the premiſſes, and leave behind him all ſuch locks, keys, bolts, hinges, doors, caſements, glaſſe, glaſſe-windows, wainſcot, dreſſers, ſhelves and other things as now do belong or appertain to the ſaid Meſſuage &c. or which at any time hereafter, during the ſaid term, ſhall be ſet up, placed, made or provided in or about the ſame premiſſes, at the coſts and charges of the ſaid T. D. unto the ſaid T. L. his executors, adminiſtrators or aſſigns, that then &c. But if default be made in payment of the ſaid rent of &c. in manner & form above declared; or if the ſaid T. D. his executors or aſſigns, ſhall not perform the other clauſes and agreements herein contained, without fraud or coven: That then &c.

A Condition that he ſhall enjoy quietly the aforeſaid Meſſuage, without interruption of any, during the ſaid Leaſe parole.

THe Condition &c. that whereas the above bound T. L. hath the day of the date above written by Leaſe parole, demiſed and to farm-letten unto the above named T. D. all that capitall Meſſuage &c. for the term of &c. to be accounted from the &c. and for the yearly rent of &c. And whereas the ſaid T. D. by his Obligation bearing date the day of &c. with conditiõ there under written for payment of the ſaid rent or ſum of &c. and performing other clauſes and things, in ſuch manner and form, as in the ſaid condition is mentioned; as in and by the obligation and condition before mentioned, may more at large appear. If therefore the ſaid T. D. his Executors, Adminiſtrators, Undertenants and Aſſigns, and every of them, ſhall or may from time to time, and at all times during the ſaid terme of &c. lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſſe and enjoy all that the ſaid capitall Meſſuage &c. and appurtenances thereunto belonging, in as full, large and ample manner, as the ſaid T. L. had uſed or enjoyed the ſame premiſſes, without any let, ſuit, trouble, interruption or diſturbance of the ſaid T. L. his Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons by his or their means, act, conſent, title, intereſt, privity or procurement: That then &c.

A Condition where money is given, by a Will to a Wife and her Children, and the money being paid by the Executors to the Husband of the Wife, to be imployed for their benefit, the Husband is bound to imploy it well, or to repay it &c.

THe Condition &c. that whereas T. H. of &c. Gentleman, deceaſed, did by his laſt Will and Teſtament in writing, give and bequeath unto M. one of the Daughters of E. H. and now the wife of the above bound I. S. the ſum of &c. and the ſum of &c. to the four Children of them the ſaid I. and M. which ſaid ſum of &c. together with the ſaid ſum of &c. more, the above named H. H. and W. H. have at and before the enſealing and delivery of this preſent obligation, paid and delivered unto the ſaid I. S. to be by him imployed in ſtock, for the benefit and advantage of the ſaid M. and the ſaid four Children. If therefore the ſaid I. S. do and ſhall from time to time, and at all times hereafter, uſe his beſt ſkill and endeavour to manage and imploy the ſaid &c. in a ſtock for the beſt benefit and advantage of the ſaid M. and her ſaid four Children. And if the ſaid I. S. do not nor ſhall not imploy the ſaid &c. in good manner, as the ſame ought to be, according to the true intent and meaning hereof: Then if the ſaid I. S. do within ſix moneths next after requeſt to him made in that behalf by the ſaid H. H. and W. H. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, for the uſe and behoof of the ſaid M. and her ſaid four Children, pay unto the &c. the full ſum of &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or coven: That then &c.

A Condition to ſave harmleſſe an Executor, he not meddling with the Executorſhip.

THe Condition &c. that whereas W. H. late of &c. by his laſt Will and Teſtament in writing, did nominate and appoint the within named I. L. and others, Executors of his ſaid Will: ſince which time the ſaid I. L. is become ſole Executor of the ſaid Will. And whereas the ſaid I. L. hath not at any time or times intermedled with, had, taken or received any of the debts, goods, houſhold-ſtuffe, plate, chattels or hereditaments, of or belonging to the ſaid W. H. but that the ſame have been equally divided and diſtributed to and amongſt the &c. part and part alike. And foraſmuch as the &c. did of their own accord ſatisfie and pay ſuch debts, duties and legacies as the ſaid W. H. did ow, give and bequeath, and had and received the acquittances for the ſame, without the conſent of the ſaid I. L. If therefore the ſaid &c. and every or any of them, their Executors, Adminiſtrators and Aſſigns, and every or any of them, do and ſhall from time to time, and at all and every time & times hereafter, freely and clearly acquit, exonerate and diſcharge or otherwiſe, upon requeſt made, well and ſufficiently ſave and keep harmleſſe and indempnified the ſaid I. M. his Executors, Adminiſtrators and Aſſigns, and his and their goods, chattels and hereditaments, and every of them, of and from all ſum and ſums of money, bils, bonds, debts, duties and demands whatſoever, which ſhall or may at any time or times hereafter, happen to be demanded or recovered of and from the ſaid I. L. his Heirs, Executors, Adminiſtrators, or any of them, for or by reaſon of the Executorſhip of the ſaid laſt Will and Teſta-

Teſtament; and of and from all actions, ſuits, troubles, coſts, charges and demands whatſoever, which ſhall or may happen to ariſe or grow, for or by reaſon of the ſame premiſſes, without fraud or coven: That then &c.

A Condition to diſcharge an Executor from an Orphans portion in London, *being received without conſent.*

THE Condition &c. that whereas A. H. *Spinſter*, one of the Daughters of W. H. late of &c. deceaſed, hath taken and received the full third part of the ſum of &c. which he the ſaid W. H. left in his houſe at the time of his deceaſe, his ſeverall charges, debts and legacies being paid and diſcharged out of the ſaid ſum of &c. And her full fourth part of all the goods, plate, chattels, utenſils and implements of houſhold, as were belonging to the ſaid W. H. at the time of his deceaſe; and alſo her full fourth part of the ſum of &c. which was paid upon Bond due from &c. For all which ſaid ſums of money, plate and goods, the within bound R. H. and R. A. have hereby undertaken to acquit, diſcharge and ſave harmleſſe the within named R. M. his Executors, Adminiſtrators and Aſſigns. If therefore the ſaid R. H. and R. A. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, do and ſhall from time to time, and at all times hereafter, clearly acquit, exonerate and diſcharge, or otherwiſe, upon requeſt made, well and ſufficiently ſave, keep harmleſſe and indempnified, the within named R. M. his Executors, Adminiſtrators and Aſſigns, and his and their goods, chattels and hereditaments, and every of them, as well againſt the Officers of the City of *London* for the Court of Orphans, and every of them, and againſt all

all and every other perſon and perſons whatſoever: As alſo of and from all actions, ſuits, coſts, loſſes, charges, ſum and ſums of money, and demands whatſoever, which ſhall or may at any time or times hereafter, happen to ariſe or grow, or to be demanded or recovered of and from the ſaid R. M. his Executors, Adminiſtrators or Aſsigns, or any of them, for or by reaſon of the ſame ſeverall ſums of money and houſhold-ſtuffe ſo by the ſaid A. H. had, taken and received, as aforeſaid, and every of them, without fraud or coven: That then &c

A Condition to juſtifie all ſuch actions as ſhall be commenced, by reaſon of an aſſignment of a Bill Obligatory

THe Condition &c. that whereas the within bound W. E. and M. A. have by their Deed of aſſignment bearing date within written, aſſigned and ſet over unto the above named R. N. one Bill Obligatory, wherein A. B. of &c. and C. D. of &c. are and ſtand bound unto the ſaid W. E. and M. A. in the ſum of &c. (recite according to the uſuall form) as by the ſaid Bill and Deed of aſſignment may appear. If therefore the ſaid W. E. and M. A. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, do and ſhall at all times hereafter, and from time to time, juſtifie, avow and maintain all and every ſuch lawfull action or actions, ſuits, pleas and proceſſe as the ſaid R. N. his Executors or Aſſigns, ſhall commence or proſecute againſt the ſaid A. B. & C. D. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, in the names of them the ſaid W. E. and M. A. or either of them, for or by reaſon of the ſaid Deed of aſſignment, and Bill Obligatory, or either of them, without revoking or releaſing the ſame

ſame,, or any the perſons or ſums of money in them mentioued: That then &c.

A Condition for a hired Servants truth

THe Condition &c. that whereas the above named H. H. hath taken and received into his ſervice the above bound T. K. If therefore the ſaid T. K. do and ſhall at all times hereafter, and from time to time, during ſo long time as the ſaid T. K. ſhall dwell with the ſaid H. H. well and truly ſerve the ſaid H. H. his Maſter, without conſuming, imbeazling, waſting, looſing, miſ-ſpending or unlawfully making away any of the money, plate, goods or chattels of the ſaid H. H. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtodie, by reaſon of his ſaid ſervice. And if the ſaid T. K. ſhall by negligence or otherwiſe, conſume, imbeazle, waſte, looſe, miſ-ſpend or unlawfully make away any monies, plate, goods & Chattels of the ſaid H. H. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtodie, by reaſon of his ſaid ſervice, as aforeſaid: Then if the ſaid T. K. the above bound P. W. and I. K. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall within three months next after due proof thereof, either by the confeſſion of the ſaid T. K. or otherwiſe howſoever: And notice or warning thereof given or left at or in &c. in writing or otherwiſe, unto or for the ſaid P. W. and I. K. or either of them, make ſufficient recompence, ſatisfaction and payment unto the ſaid H. H. his Executors, Adminiſtrators or Aſſigns, for the ſaid monies, goods or chattels conſumed or imbeazled, as aforeſaid: then this preſent Obligation to be void and of none effect, or elſe &c.

A

A Condition to pay rent reſerved upon a Leaſe.

THe Condition &c. that if the within bound K. H. his Executors, Adminiſtrators and Aſſigns, or ſome of them, do well and truly pay or cauſe to be paid unto the within named D. F. and I. S. and the Heirs and Aſſigns of the ſaid I. All that yearly rent reſerved and payable unto the ſaid D. F and I. S. and unto the Heirs and Aſſigns of the ſaid I. upon and by vertue of a certain pair of Indentures of Leaſe, bearing date the day of the date within written, made between them the ſaid D. F. and I. S. on the one part; and the ſaid R. H. on the other part, at ſuch daies and times, by ſuch equall and qnarterly portions, and in ſuch manner and form, during all the ſaid term thereby granted, as the ſame, in and by the ſaid Indenture is limitted and appointed to be paid, without fraud or coven: That then &c.

A Condition to diſcharge Executors from the payment of Lagacies to Non ages.

THe Condition &c. that whereas M. H. Widow, by her laſt Will and Teſtament, bearing date &c. did give and bequeath unto three ſons of M. T. Widow, the ſum of &c. apiece to each of them. And whereas alſo the within named T. P. at and before the day of the date within written, hath paid unto the within bound R. M. to and for the uſe of the ſaid three ſons of T. M. Widow (*viz.*) I. H. and M. the ſaid ſum of 300. l. given unto them by the ſaid M. H. deceaſed. If therefore the ſaid R. M. his Executors, Adminiſtrators or Aſsigns, do wel and ſufficiently ſave and keep harmleſſe and indemnified the ſaid T. P. & R. F. Executors of the ſaid laſt Will and Teſtament and either of them, their and either of their Execu-

tors,

tors, Adminiſtrators and Aſsigns; As alſo their and either of their goods, chattels, lands, tenements and hereditaments, as well againſt the ſaid I. H. and M. and every of them, as againſt all other perſon or perſons whatſoever, of, for or concerning the ſaid legacy of &c. apiece, to them the ſaid I. H. and M. given and bequeathed, as aforeſaid. And alſo do obtain and get ſufficient and lawfull releaſes and acquittances, or other diſcharges from them the ſaid I. H. and M. and of every of them reſpectively, as they ſhal attain their full ages of 21 years, or within three months next enſuing their ſaid full ages of &c. reſpectively to be made unto the ſaid I. P. and R. F. their Executors, Adminiſtrators or Aſsigns, purporting diſcharges for their ſaid Legacies given and bequeathed, as aforeſaid without fraud or coven: That then &c.

A Condition to ſave harmleſſe from a Letter of Attorney.

THe Condition &c. that if the above bound A. C. his Executors, Adminiſtrators or Aſsigns, or ſome of them, do and ſhall from time to time, and at all and every time and times for ever hereafter, acquit, diſcharge, ſave, defend and keep harmleſſe and indempnified the above named R. N. his Executors, Adminiſtrators and Aſsigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of, for and from all and all manner of actions and ſuits, coſts, charges, troubles, loſſes and detriments whatſoever, which ſhall or may at any time or times hereafter, ariſe, happen or be, unto for or againſt the ſaid R. N. his Executors, Adminiſtrators or Aſsigns, for, concerning or by reaſon of one Letter of Attorney, bearing date the day of the date above written, which the ſaid A. C. hath ſealed and delivered

delivered unto the ſaid R.N. or any ſuit or ſuits commenced or to be commenced by vertue thereof. And alſo if the ſaid A.C. his Executors, Adminiſtrators or Aſſigns, do or ſhall, upon requeſt to him or them to be made, well and truly pay or cauſe to be paid unto the ſaid R. N. his Executors, Adminiſtrators or Aſſigns, all ſuch ſum and ſums of money as the ſaid R.N. his Executors, Adminiſtrators or Aſſigns, ſhall be compelled to diſburſe or lay out, for or by reaſon of any ſuit or ſuits, arreſts or other things whatſoever, concerning the premiſſes: That then &c.

A Condition to pay money at the expiration of an Apprentiſhip.

THe condition &c. that whereas one M.C. Daughter of &c. by her Indenture of Apprentiſhip bearing date with theſe preſents, hath put her ſelf an Apprentice unto the within bound L.S. and L. his Wife, and with them to dwell & ſerve, as their Apprentice, from the Feaſt of &c. unto the end and terme of &c. from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture of Apprentiſhip more at large appeareth. And whereas alſo the within named I. P. the day of the date hereof, hath lent, diſburſed and delivered to the ſaid L. S. the ſum of 20.l. of &c. to occupy as a ſtock during the ſaid term. If therefore the ſaid L.S. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the ſaid M.C. or her Aſſigns, the full ſum of &c. at the full end and expiration of the ſaid term of 7 years, or at the day of the marriage of the ſaid M. which of them ſhall firſt and next happen to be or come after the date hereof, without fraud or coven: That then &c.

A Condition of an Obligation, wherein one Executor ſtands bound to another to do his diligence in the execution of a Will, and from time to time to give a juſt accompt.

THe Condition &c. that whereas I.B. of &c. Gentleman, hath named & appointed the within bounden T.A. to be one of his Executors, together with the within named G.B. If therefore the ſaid T.A. do from time to time, and at all times hereafter, uſe his utmoſt diligence and endeavour for the true executiõ of the ſaid laſt Will and Teſtament, according to the truſt in him repoſed by the ſaid I.B. and do alſo from time to time yearly, until the ſaid laſt Will and Teſtament be fully and wholly fulfilled and performed, make by himſelf, or by ſome other lawfully authorized by him, a true accompt to the ſaid G. B. at or in &c. at any time between the firſt and laſt day of *November* yearly. And if upon the making up of every ſuch accompt or accompts, the ſaid T.A. his &c ſhall make delivery of the moity and one half of all ſums of money, goods and chattels that the ſaid T.A. his &c. ſhall have in his or their cuſtodies, or ſhall have received by vertue of the ſaid Executorſhip of the ſaid laſt Will and Teſtament of the ſaid I. B. That then &c.

A Counter-condition for performance of Covenants.

THe Condition &c. that whereas the within named M M. at the requeſt and deſire of the within bound D.P. together with the ſaid D. P. is and ſtandeth bound in and by one obligation bearing date the within written, unto E.S. of &c. in the ſum of &c. for the true obſervance, performance, fulfilling, paying and

and keeping of all and every the covenants, grants, articles, clauſes, payments and agreements which are contained and ſpecified in one pair of Indentures of Leaſe, as by the ſaid Obligation appeareth. If therefore the ſaid D. P. his Executors, Adminiſtrators or Aſſigns, and every of them, do and ſhall from time to time and at all times hereafter, well and ſufficiently ſave and keep harmleſſe and indempnified the ſaid M. M. his Executors, Adminiſtrators and Aſſigns, and every of them, of and from all actions, ſuits, and demands whatſoever, which ſhall or may at any time or times hereafter happen to ariſe, come or grow to or againſt the ſaid M. M. his Executors, Adminiſtrators or Aſsigns, or any of them, for, upon or by reaſon of the ſaid recited Obligation, or any ſum or ſums of money therein contained, without fraud or coven: That then &c.

A Condition that the Leaſſor ſhal pay money back upon the Leaſſees diſlike of a Farm.

THe Condition &c. that whereas there hath been communication between the within bound T. B. and the within named P. C. for and concerning one Farm, called A. in the County of S. now in the occupation of the ſaid T. B. to be granted by the ſaid T. to the ſaid P. for term of 6 years. If in caſe the ſaid P. C. ſhal miſlike to proceed in the ſame, & of ſuch miſliking do give notice to the ſaid T. B. before the laſt day of &c. next enſuing: At the Meſſuage of the ſaid Farm. Then if the ſaid T. B. his Executors &c. do within three daies next after ſuch notice of miſliking given, well and truly pay or cauſe to be paid to the ſaid P. not onely the ſum of 6 l. of &c. to him the ſaid T. delivered at th'enſealing hereof; but alſo do pay or ſatisfie unto the ſaid P. all ſuch ſums of mony and other things

things as the ſaid P. hath, or before that time ſhall have paid or be at, for the ſowing or manuring of the ſaid Farm, or any part thereof: That then &c.

A *Condition for building and ſetting up a farm of a Houſe*

THe Condition &c. that if the within named E. W his Executors, Adminiſtrators or Aſſigns, do at his and their own coſts and charges, on this ſide, and before the Feaſt of &c. next coming after the date above written, not onely well work and ſubſtantially erect, build and ſet up, or cauſe to be erected, built and ſet up one good and ſubſtantiall new frame or building, of good, new, ſufficient and well ſeaſoned timber of heart of Oak, to ſerve for the plat or foundation already ſet forth or made within the Meſſuage or Inn, called or known by the name or ſign of the Ship, in the pariſh of Saint *Clemants Danes, in the* County of *Middleſex*, which ſhall contain from the Weſt towards the Eaſt 40 foot of Aſſize, and in bredth from north to South 25 foot of Aſſize, and with part thereof, which ſhall extend from the South part of the meaſure before mentioned, towards the South, ſhal contain in length 20 foot, and in bredth 18 foot and 12 inches: All which ſaid building ſhall contain in height three ſtories and a half, and every ſtorie to containe in height 7 foot of Aſſize at the leaſt: But alſo do, before the ſaid Feaſt of &c. at his like coſts and charges, fit and furniſh the ſame building with floures, boarded, dores, ſtairs, pent-houſes and all other things pertaining to, or being Carpentary work, with ſufficient nails for the ſame, and hooks and hinges for all the dores: In which ſaid building there ſhal be ſuch and ſo many ſtairs, as the within named P. C. ſhal appoint; and to be ſet in ſuch place and

places, as the ſaid P. ſhall nominate; and there ſhal be in the ſtories extending Weſt and Eaſt, partitions, & three ſeverall rooms; and in every room one imbowed window, with ſuch and ſo many clear windows, as the ſaid P. ſhall appoint; and in every of the ſtories of the building, extending from North to South, one partition, and one room: in every of which rooms there ſhall be one imbowed window: al which to be wel and ſufficiently finiſhed, as aforeſaid, before the ſaid Feaſts of &c. next comming: That then &c.

A Condition to ſave three harmleſſe, which are bound for one by Recognizance to the Chamber of London *for Orphans money.*

THe Condition of this Recognizance is ſuch, that whereas the within named I. C. I. L. and W. G. at the inſtance and requeſt of the above bound E. K. together with the ſaid E. K. in the inner Chamber of the Guild-hall of the City of *London*, are become joyntly and ſeverally bound unto R. B. Chamberlain of the City of *London* aforeſaid, and to his Succeſſors, Chamberlains of the ſame City, in the ſum of 350l. of &c. with condition amongſt other articles in the ſaid Recognizance ſpecified, for the true payment of 300l. of like money unto the ſaid Chamberlain, or his Succeſſor, to the uſe of E. and I. Orphans of T. B. late Citizen and Grocer of *London*, deceaſed, at ſuch time as they, or either of them, ſhall accompliſh their ſeverall ages of 21 years, as by the ſaid Recognizance and condition thereof more at large may appear. If therefore the ſaid E. K. his Heirs, Executors or Adminiſtrators, do from time to time, and at all times hereafter, diſcharge, exonerate, acquit, or otherwiſe well and ſufficiently ſave and keep harmleſſe the ſaid I. C.

I.

I. L. and W. G. and every of them, and the Heirs, Executors and Adminiſtrators of them, and every of them; and all and ſingular the lands, tenements and hereditaments, goods and chattels of them and of every of them, againſt the ſaid Chamberlain and his Succeſſors, and againſt all and every other perſon and perſons whatſoever, of, for and concerning the ſaid Recognizance, and all and ſingular ſums of money, penalties, forfeitures and things whatſoever, in the ſaid Recognizance, or condition thereof, or either of them, contained or ſpecified: And alſo of, for and concerning all and ſingular actions, ſuits, judgements, extents, executions, moleſtattons, coſts, charges, troubles, incnmbrances and demands whatſoever, which ſhall or may ariſe, grow, happen or be, by reaſon or means of the ſaid Recognizance. And alſo, if it ſhall happen the ſaid E. K. before the ſaid ſum of 300 l. be fully paid to the ſaid Chamberlain, or his ſucceſſors, according to the tenour and purport of the ſaid Condition of the ſaid Recognizance, to deceaſe, or by any means to come to poverty and inſufficiency; or himſelf, or his goods and chattels, out of the liberties of the City aforeſaid, to abſent, withdraw or purloyn: Then if the ſaid E. K. his Heirs, Executors or Adminiſtrators, within ſix moneths next after ſuch deceaſe, coming to poverty and inſufficiency, or ſuch, withdrawing, abſenting or retaining himſelf, or his goods or chattels, out of the liberties of the City aforeſaid, or upon reaſonable requeſt, do make true payment unto the ſaid Chamberlain, or his Sceeſſors, of the ſaid ſum of 300 l. to the uſe aforeſaid. And then alſo within the ſame ſix months, or upon ſuch requeſt, as aforeſaid, do cauſe and procure the ſaid Recognizance, and all extents and executions of the ſame, to be clearly and lawfully diſcharged and made void: That then &c.

A Condition from and under-Sheriff to a high Sheriff for saving harmlesse.

THe Condition &c. that whereas the above named Sir M. G. Knight, Sheriff of the County of B. hath assigned and deputed the above named R. B. his under-Sheriff. If therefore the said B. N. the above bound C. R. and G. D. their Heirs, Executors and Administrators, and every of them, do at all time and times hereafter, save and keep harmlesse and indempnified, as well the said Sir M. G. his Heirs, Executors, Administrators and Assigns, and every of them, as also the lands, tenements, hereditaments, goods and chattels of the said Sir M. G. of, for, touching or concerning the returns and executions of all such processe, writs and warrants of what nature soever they be, as are or shall be hereafter directed to the Sheriff of the said County of B. and shall be brought and delivered, or offered to be delivered to the said B. N. during the time that the said Sir M. G. shall be Sheriff of the said County. And of and from all issues, fines and amerciaments, which shall happen to be imposed or taxed upon the said Sir M. G. for or concerning the not-executing, wrongfull executing or detaining in his hands, any writs, processe or warrants; and of, for and concerning all escapes of all and every person or persons that shall be arrested or apprehended by vertue of any such processe, writ or warrant, during the time that the said Sir M. G. shall continue Sheriff of the said County of B. And also if the said B. N. C. R. and G. D. their Heirs, Executors and Administrators, and every of them, shall save harmlesse and indempnified the said Sir M. G. and his Heirs and Assigns, and his and their lands, goods and chattels, of, for and concerning all such accompt and accompts as the

the ſaid Sir M. G. is or ſhall be charged withall, as Sheriff of the ſaid County of B. to our Soveraign Lord the King, his Heirs or Succeſſors, in any of His Majeſties Courts, and of all ſums of money which ſhal be levied or received by the ſaid B.N. as under-Sheriff of the ſaid Sir M. G. or any Bayliff or other perſon by the direction or aſſent of the ſaid B. N. to the uſe of the Kings Majeſty, His Heirs or Succeſſours: That then &c.

A Condition to ſave harmleſſe a Surety from a Bond of Arbitrament.

THe Condition &c. that if the above bound A. D. his Executors and Adminiſtrators, or any of them, do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſs and indempnified the above named G. M. his Heirs, Executors & Adminiſtrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from & concerning one Obligation bearing date the day of the date above written, wherein the ſaid G.M. at the requeſt of the ſaid A.D. is and ſtandeth bound unto R.M. Gentleman, in the ſum of 100.l. with condition there under written, that the ſaid A. D. abide the award of W. M. and T. B. Eſquires, Arbitrators; and of and from all actions, ſuits, arreſts, coſts, charges and demands whatſoever, concerning the premiſſes, without fraud or coven: That then &c.

A Condition, if money be not paid at the day, then to ſurrender certain copy-hold Lands &c.

THe Condition &c. that if the within bound E. L. do not or ſhall not wel and truly pay or cauſe to be paid unto the within named I. P. his Executors,

Administrators or Assigns, the full sum of &c. on the &c. next ensuing the date within written, at &c. according to a proviso or condition mentioned in a Deed of surrendor, bearing date the day of &c. Then if the said E. L. and A. his Wife, do and shall at the next Court to be holden for the Mannor of &c. lawfully and absolutely surrender into the hands of the Lord of the said Mannor, to the onely use and behoof of the said I. P. his Heirs and Assigns for ever, according to the custome of the said Mannor, the said severall parcels of Land, with their and every of their appurtenances in the said surrendor mentioned. And also, if the said I. P. his Heirs or Assigns, shall or may peaceably and quietly have, hold and enjoy the said parcels of Land, and every of them, with their and every of their appurtenances so surrendred, as aforesaid, freely and clearly acquitted of and from all and all manner of former and other surrendors, bargains, sales, gifts, grants, troubles and incumbrances whatsoever, and of and from the thirds of the said M. now Wife of the said I. P. That then &c.

A Letter of Atturney, or an assignment to receive and keep money due upon a Bond, wherein is a forfeiture, or nomine pœnæ, *upon discharge without consent.*

TO all Christian people &c. I W. S. of &c. send greeting in our Lord God everlasting. Whereas B. S. of &c. and R. B. of &c. by one Obligation bearing date &c. *Anno Domini*, 1647. are and stand joyntly and severally bound unto the said W. S. in the sum of &c. with condition there under written, for the true delivery of 46 quarters of Rye, as by the said Obligation with condition, more at large appeareth. Now know ye, that I the said W. S. as well for and in con-

conſideration that the ſaid Obligation was made in the name of me the ſaid W. S. onely in truſt, and for the uſe of R. S. of &c. as for divers other good cauſes and conſiderations me hereunto moving, Have given, granted, aſſigned and ſet over, and by theſe preſents do give, grant, aſſign and ſet over unto the ſaid R. S. his Executors and Aſſigns, as well the ſaid Obligation and ſum of &c. therein mentioned; as alſo all my right, action and demand to and in the ſame: Giving, and by theſe preſents granting unto the ſaid R. S. by vertue hereof, my full and whole power and authority, for me, and in my name, but to the onely uſe of the ſaid R. S. his Executors and Aſſigns, to demand, aſk, levy, recover and receive of the ſaid B. S. and R. B. and of either of them, their Executors or Aſſigns, the ſaid ſum of &c. mentioned and due by the ſaid Obligation, and to uſe all lawfull waies and means for the recovery thereof: And the ſame ſo had and received, to detain and keep to his own uſe and behoof, without any accompt thereof, or therefore to be rendred. And I the ſaid W. S. do covenant and agree, that for any act or acts, thing or things whatſoever by me, or by any other heretofore by my appointment done or committed, or hereafter to be done or committed, the ſaid Obligation now is, and hereafter ſhall ſtand and continue in full force and effect. And that neither I the ſaid W. S. my Executors or Aſſigns, ſhall nor wil acquit, releaſe or otherwiſe diſcharge the payment or delivery of 46 quarters of Rye, in the Condition of the ſaid Obligation mentioned, without the ſpeciall licenſe, conſent and agreement of the ſaid R. S. his Executors and Aſſigns, firſt had and obtained in writing under his or their hand and ſeal. And to the true performance of all & every the Articles and agreements hereby expreſſed on the part of me the ſaid W. S. to be done and performed, I bind me, my

Heirs, Executors and Administrators by these presents, in the sum of &c. (*nomine pœnæ*) to be forfeited and paid unto the said R. S. his &c. In witnesse, &c.

A Letter of Atturney to receive rents.

TO all &c. I E. D. of &c. send greeting &c. Know ye, that I the said E. D. for divers good causes me hereunto moving, and especially for the trust and confidence which I have and do repose in C. K. of &c. have made, ordained, constituted and invested, and in my place and stead by these presents have put the said C. K. to be my lawfull Atturney, for me, and in my name, and to the use and behoof of me the said E. D. my Executors, Administrators and Assigns, to ask, demand, levy, recover and receive of H. G. of &c. the sum of &c. for one half years rent of and for the Mannor of B. in the County of &c. due at the Feast of &c. last past before the date hereof: Giving, and by these presents granting unto my said Atturney, by vertue hereof, full power and absolute authority, for me, and in my name, and to and for my use, benefit and commodity, to ask, levy, recover, receive and demand of the said H. G. his Executors, Administrators and Assigns, the said rent or sum of &c. due and payable, as aforesaid; And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my use to make, seall and deliver, for me, and in my name, and as my Deed, all and every such acquittance and acquittances, or other discharges, as to the said C. K. shall be thought meet and convenient to be given. And to do, follow, execute and finish for the receipt and recovery thereof, al and every such act and acts, thing and things, devise and devises, as to the said C. K. shall be thought fit and convenient;

convenient; ratifying, allowing, confirming and approving al and whatſoever my ſaid Atturney ſhal lawfully do or cauſe to be done in or about the premiſſes by theſe vreſents. In witneſſe &c.

A Letter of Atturney to demiſe, ſurvey or ſell a Mannor.

TO all &c. Know ye, that we the ſaid G. S. and E. M. for divers good cauſes and conſiderations us hereunto eſpecialy moving, Have made, ordained, conſtituted, and in our place and ſtead put and authorized R. N. and H. B. or either of them, our true, ſufficient and lawfull Atturney and Atturneys for us and in our names, and for the uſe of us the ſaid G. S. and E. M. to enter into all thoſe the Mannors of W. T. and I. with their rights, members and appurtenances, in the County of C. and into the Advowſons of or belonging to them, or any or either of them, and into every part and parcel thereof; and the ſame Mannor, or either or any of them, for us, and in our names to view and ſurvey. And by theſe preſents, for us, and in our names, do give full power and authority to the ſaid R. N. and H. B. and to either of them, to be our Steward or Stewards of our ſaid Mannors, and every of them, and to keep ſuch Court and Courts of ſurvey, and other Courts leets, and Law daies, of and upon the ſaid Mannors, or any of them, as our ſaid Atturneys, or either of them ſhall appoint, or ſhal be by them or either of them thought fit: And the ſame Mannors, and every or any of them, for us, and in our names, to bargain, ſell, leaſe or grant to ſuch perſon or perſons, and for ſuch eſtates, for life or lives, inheritance, or otherwiſe; and for ſuch ſum and ſums of money, as to our ſaid Atturneys or either of them, ſhall be thought meet and requiſite, to the ut-

termoſt

Heirs, Executors and Administrators by theſepreſents, in the ſum of &c. (*nomine pœnæ*) to be forfeited and paid unto the ſaid R. S. his &c. In witneſſe, &c.

A Letter of Atturney to receive rents.

TO all &c. I E. D. of &c. ſend greeting &c. Know ye, that I the ſaid E. D. for divers good cauſes me hereunto moving, and eſpecially for the truſt and confidence which I have and do repoſe in C. K. of &c. have made, ordained, conſtituted and inveſted, and in my place and ſtead by theſe preſents have put the ſaid C. K. to be my lawfull Atturney, for me, and in my name, and to the uſe and behoof of me the ſaid E. D. my Executors, Adminiſtrators and Aſſigns, to aſk, demand, levy, recover and receive of H. G. of &c. the ſum of &c. for one half years rent of and for the Mannor of B. in the County of &c. due at the Feaſt of &c. laſt paſt before the date hereof: Giving, and by theſe preſents granting unto my ſaid Atturney, by vertue hereof, full power and abſolute authority, for me, and in my name, and to and for my uſe, benefit and commodity, to ask, levy, recover, receive and demand of the ſaid H. G. his Executors, Adminiſtrators and Aſſigns, the ſaid rent or ſum of &c. due and payable, as aforeſaid; And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my uſe to make, ſeall and deliver, for me, and in my name, and as my Deed, all and every ſuch acquittance and acquittances, or other diſcharges, as to the ſaid C. K. ſhall be thought meet and convenient to be given. And to do, follow, execute and finiſh for the receipt and recovery thereof, al and every ſuch act and acts, thing and things, deviſe and deviſes, as to the ſaid C. K. ſhall be thought fit and convenient;

convenient; ratifying, allowing, confirming and approving all and whatsoever my said Atturney shal lawfully do or cause to be done in or about the premisses by these vresents. In witnesse &c.

A Letter of Atturney to demise, survey or sell a Mannor.

TO all &c. Know ye, that we the said G. S. and E. M. for divers good causes and considerations us hereunto especialy moving, Have made, ordained, constituted, and in our place and stead put and authorized R. N. and H. B. or either of them, our true, sufficient and lawfull Atturney and Atturneys for us and in our names, and for the use of us the said G. S. and E. M. to enter into all those the Mannors of W. T. and I. with their rights, members and appurtenances, in the County of C. and into the Advowsons of or belonging to them, or any or either of them, and into every part and parcel thereof; and the same Mannor, or either or any of them, for us, and in our names to view and survey. And by these presents, for us, and in our names, do give full power and authority to the said R. N. and H. B. and to either of them, to be our Steward or Stewards of our said Mannors, and every of them, and to keep such Court and Courts of survey, and other Courts leets, and Law daies, of and upon the said Mannors, or any of them, as our said Atturneys, or either of them shall appoint, or shal be by them or either of them thought fit: And the same Mannors, and every or any of them, for us, and in our names, to bargain, sell, lease or grant to such person or persons, and for such estates, for life or lives, inheritance, or otherwise; and for such sum and sums of money, as to our said Atturneys or either of them, shall be thought meet and requisite, to the ut-

termost

termoſt and beſt commodity and profit of us the ſaid G. S. and E. M. and the Deed and Deeds of the ſame grant, and eſtates ſo to be made, for us, and in our names to ſeal, & as our deed or deeds to deliver unto the parties to whom the ſame ſhal be ſo made, or to any other, to their uſe &uſes, & the counterparts of the ſame, for us and in our names, to accept and receive: And alſo al ſuch fines, and other ſum and ſums of money, as ſhall grow due for the ſame, for us and in our names, and to the uſe of us the ſaid G. S. and E. M. to collect, gather, receive and take, and all ſuch rents, duties, heriots, arrearages of rents, and profits of Courts, as are already or hereafter ſhall be due or payable, for, out, of, or concerning the premiſſes, or any of them, to receive: Giving, and by theſe preſents granting to our ſaid Atturneys, and either of them, our full power and lawfull authority, touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as ample manner and form, to all intents and purpoſes, as we the ſaid G. S. and E. M. or either of us, might or ought to do, if we or either of us, were then and there perſonally preſent: And ratifying and allowing all and whatſoever our ſaid Atturneys or either of them, ſhall do, in or about the premiſſes or any of them, according to the true intent and meaning of theſe preſents. *In witneſſe &c.*

A Letter of Atturney to deliver a Leaſe upon the Land.

TO all &c. I I. M. of &c. Whereas I the ſaid I. M. have ſubſcribed and ſealed one writing, bearing date with theſe preſents, and hereunto annexed, purporting a Demiſe unto W. W. of &c. of all that the Mannor of C. with the appurtenances, in

in the County of Y. and of one Meſſuage, 300 acres of Land, 100 acres of meadow, 200 acres of paſture, & 100 acres of Wood, with the appurtenances, in C. aforeſaid, now or late in the tenure or occupation of W. C. his Aſſignee or Aſſignees. To have and to hold the ſaid Mannor, and all other the premiſſes, unto the ſaid W. W. his Executors or Aſſigns, for the term of 5 years, under the yearly rent of &c. as by the ſaid Deed indented may appear. Now know ye, that I. the ſain I. M. for divers good cauſes and conſiderations me hereunto eſpecially moving, have made, ordained, conſtituted and authoriz ed, and in my place and ſtead by theſe preſents, have nominated and put W. G of &c. my true, ſufficient and lawfull Atturney, for me and in my name, into all that the ſaid Mannor of C. & into the ſaid Meſſuage, 300 acres of Land, 100 acres of meadow, 200 acres of paſture, and 100 acres of wood, with the appurtenances, and into every or any part or parcel thereof, in the name of the whole to enter, and peaceable and quiet poſſeſſion and ſeizin thereof, for me, and in my name to take, and after ſuch poſſeſſion and ſeizin thereof, or any part thereof had, and taken, as aforeſaid, for me, and in my name, as my act and deed, to deliver unto the ſaid W. W. or his certain Atturney, upon ſome part of the aforeſaid premiſſes, the ſaid writing or Deed indented, ſubſcribed and ſealed, as aforeſaid; And all and every other act and thing, requiſite and neceſſary to be done in, about or concerning the premiſſes, for me, and in my name to do or cauſe to be done. *In witneſſe* &c.

A Letter of Atturney *to keep Court.*

KNow all men by theſe preſents, that we P. L. and H S. of &c. do hereby authorize, conſtitute & appoint G. C. of &c. Gent. our lawful Deputy & Atturney for

for us & in our names to appoint a Steward & Bayliff of and for our Mannors of B. and H. and by himself, or his ſufficient Deputy, to & for our uſe to keep Courts within the ſaid Mannors, or either of them, & to give admittance upon alienation or death, and to take and receive Attornments of all and every the Tenants thereof; And to and for our uſe, to aſſeſſe fines upon ſuch admittances, and for us, and in our names, and to our uſe, to receive the ſaid fines; and alſo ſuch Heriots as ſhall be due upon ſuch death or alienation; and likewiſe to receive all rents and arearages of rents, and alſo all amerciaments, perquiſits and profits, that ſhall ariſe or grow due to us, or any of the ſaid Courts. We do alſo further authorize and appoint the ſaid G. C. to gather, take up and ſeize to our uſe, all wayſs, eſtrays, deodans, out-laws and felons goods, which ſtall happen to ariſe, be due or fall within the ſaid Mannors or either of them. Given under our hands and ſeals the &c. in the &c.

A Letter of Attorney to take poſſeſſion of Lands newly purchaſed.

BE it known unto all men by theſe preſents, that I I. H. Citizen &c. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint, and in my ſtead and place by theſe preſents put T. C. of &c. my true, ufficient and lawful Attorney, for me, and to my uſe, to take and receive peaceable and quiet poſſeſſion and ſeizin of, and in all that Meſſuage or Tenement, and all and ſingular the lands and premiſſes thereunto belonging, with the rights, members and appurtenances, ſcituate, lying and being in &c. lately bargained and ſold by E. P, unto me the ſaid I. H. And the ſame poſſeſſion ſo had

and

and taken, to detain and keep to the only uſe and behoof of me the ſaid I. H. my Heirs and Aſſigns, according to the tenor and true meaning of the Indenture, whereby the ſaid premiſſes are conveyed unto me: Ratifying, allowing and confirming all and whatſoever my ſaid Atturney ſhall lawfully do, or cauſe to be done, in or about the premiſſes by theſe preſents. In witneſſe &c.

A *Letter of Atturney, for a Steward of a Mannor to receive rents, with authority to impound and diſtreyn.*

TO all &c. I G. K. of &c. ſend greeting in our Lord God everlaſting. Know ye, that I the ſaid G. K. for and in conſideration of the ſpeciall truſt and confidence which I have and do repoſe in my wel-beloved Friend C. P. of &c. Gent. have made, ordained, conſtituted, authorized and appointed the ſaid C. P. my true ſufficient and lawfull Atturney, for me, and in my name, ſtead and place, and to the onely proper uſe and behoof of me the ſaid G. K. my Executors and Adminiſtrators, to collect, gather, demand and receive of all, every or any my Tenants or Farmers, of all, every or any my Lordſhips, Mannors, Lands, Tenements and Hereditaments whatſoever, in the County of G. all and every ſuch ſumme and ſummes of money, rents, arrearages of rents, amerciaments, heriots, fines, iſſues and profits whatſoever, as ſhall any wiſe grow due, accrew, be iſſuing or payable unto me the ſaid G. K. out of all or any my ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments. And upon the receipt of all, every or any ſuch ſum or ſums of money, rents and profits, for me and in my name, to make and give acquittances, or other ſufficient diſcharges to any of my ſaid Tenants

Tenants or Farmers, requiring the ſame. And the ſame ſum and ſums of money, rents, iſſues and profits ſo had and received, to pay and deliver to me the ſaid G.K. my Executors, Adminiſtrators and Aſſigns, and to be accomptable unto me the ſaid G.K. my Executors and Adminiſtrators, from time to time, for all, every or any the ſaid ſum or ſums of money, ſo as aforeſaid, by the ſaid C.P. had, taken and received, at the Feaſt of Saint *Michael* the Archangel, next enſuing the date hereof, or before the end of *Candlemas* Term then next enſuing; and at the Feaſt of the *Annunciation* of the bleſſed Lady Saint *Mary* the Virgin, then next following; or before the end and expiration of Trinity Term then next enſuing; and ſo from time to time, at the Feaſts and daies before prefixed to give and make a true accompt or accompts, to me, during the continuance of the power to him given and granted, as aforeſaid. And further, I do by theſe preſents give ful power and authority to my ſaid Atturney, at any time hereafter, to elect and chuſe ſome one ſufficient and able perſon to be Steward of my Courts of my ſaid Mannors &c. and alſo to place and diſplace, at his will and pleaſure, upon juſt occaſion, any Bayliff or other Officer or Officers whatſoever, as occaſion ſhall require: and alſo giving, and by theſe preſents granting unto my ſaid Atturney, full power and lawfull authority, for me and in my name, ſtead and place, and to my uſe, as aforeſaid, for non-payment of all, every or any my ſaid rents, arrearages of rents, iſſues, amerciaments and profits, to diſtreyn, impound, arreſt, ſue, implead and impriſon all, every or any my ſaid Tenants and Farmers, which ſhal refuſe to pay to my ſaid Atturney, all or any ſuch ſum and ſums of money, rents, iſſues and profits, by them or any of them, reſpectively due and payable unto me, as aforeſaid; and the ſame perſons again to diſcharge, acquit,

acquit and releaſe of and from the ſame, at his will and pleaſure. And further, to do, or cauſe, or procure to be done, in and about the premiſſes, all and whatſoever to the ſaid C. P. ſhall ſeem requiſite and needful to be done, as effectually, as if my ſelf were then and there perſonally preſent. All which &c. ſo to be done, I do hereby covenant and grant, for me, my Heirs &c. to juſtifie, averr and maintain, as fully and perfectly, to all intents, conſtructions and purpoſes, as though the ſame were actually done by my ſelf. *In witneſſe &c.*

A *Warrant of Atturney to confeſſe a Judgement.*

WHereas K. B. Widow, of &c. Executrix of the laſt Will and Teſtament of I. B. Eſquire, hath ſued out of the high Court of *Chancery* an Originall Writ of debt for two hundred pounds, againſt me T. E. and I. W. of &c. Eſquires; and Sir R. B. of &c. Knight, my ſureties returnable this Trinity Term in the Court of Common Pleas at *Weſtminſter*: Theſe are therefore to require you to appear for me, and my ſureties, and to take Declarations for us the ſaid T. H. I. W. and Sir R. B. at the ſuit of the ſaid K. B. and thereupon to confeſſe a Judgement, either by *non ſum informat. nihil dicet*, or otherwiſe, as you ſhall think fitting, and this ſhall be your ſufficient warrant in that behalf. *In witneſſe &c.*

A *Warrant to acknowledge Satisfaction.*

Mr *T. W.*

WHereas in *Trinity* Term in the twentieth year of the Reign of our Soveraign Lord King *Charls* over *England* &c. there was a Judgement had and obtained, in His Majeſties Court of *Common-Pleas*

Pleas at *Weſtminſter*, againſt A. P. of &c. for &c. debt, and &c. dammages and coſts, at the ſuit of &c. Theſe are to require you to acknowledge ſatisfaction upon the ſaid Judgement, and this ſhall be your ſufficient warrant for the ſame. *In witneſſe &c.*

Another Warrant to acknowledge ſatisfaction.

Mr *T. F.*

WHereas I heretofore retained you my Arturney, in His Majeſties Court of Kings Bench at *Weſtminſter*, to ſue, charge and implead R. E. upon ſeverall actions, and a *Habeas Corpus* depending againſt him, and whereas you thereupon further proceeded by my direction, to the recovery and entry of four ſeverall Judgements, the one of 500. l. debt, and 7. l. 10. s. and 8. d. dammages, another &c. another &c. and the other &c. for that I have received full ſatisfaction from the ſaid R. E. for and concerning all thoſe actions, and ſeverall executions by you in my behalf obtained and entred againſt him by force whereof he remaines Priſoner in the cuſtody of the Marſhall of His Majeſties ſaid Court; theſe are therefore to will and require you to diſcharge thoſe ſeverall actions by ſearch or otherwiſe, out of the entry-book of the Marſhall of that Court, or other declarations remaining on file there: And further I do hereby direct and authoriſe you to acknowledge ſatisfaction upon Record, upon the ſeverall Judgements above ſpecified, and all other Judgements chargeable againſt him for my ſatisfaction, and ſo to releaſe his perſon out of the Marſhals cuſtody, from all cauſes touching me; And for the doing thereof, this ſhall be your ſufficient warrant and diſcharge. *In witneſſe &c.*

An Aſſignment of an Annuity

TO all &c. T. D. of &c. ſendeth greeting: *Whereas* T. D. of &c. late of &c. Uncle to the ſaid T. D. party to theſe preſents, in and by one Indenture bearing date &c. and in the &c. made between the ſaid T. D. Uncle of the one party and B. E. and B. C. Gentleman of the other party, purporting certaine uſes as in the ſaid Indenture is limited and expreſſed, Did Give and grant unto the ſaid T. D. party to theſe preſents, one Annuity or yearly payment of &c. *per annum*, for and during the naturall life of the ſaid T. D. party to theſe preſents, to be iſſuing and going out of the Meſſuages, Lands, Tenements &c. of the ſaid T. C. the Uncle, ſcituate, lying and being in &c. to begin to be paid yearly to the ſaid T. D. party to theſe preſents, from and after the Deceaſe of A. D. late wife of the ſaid T. D. the Uncle, as by the ſame Indenture amongſt divers other things therein contained, more at large appeareth; And whereas the ſaid A. D. is ſince deceaſed: *Now know ye*, That the ſaid T. D. party to theſe preſents, for and in conſideration of the ſum of &c. to him in hand at and before the enſealing and delivery of theſe preſents, by W. P. of &c. well and truely paid, whereof, and wherewith, he doth acknowledge himſelf fully ſatisfied, contented and paid by theſe preſents, and for divers other, &c. Hath given, granted, bargained, ſold, aſſigned and ſet over; and by theſe preſents doth fully and abſolutely give, grant, bargain, ſell, aſſign and ſet over; unto the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Annuity or yearly payment of &c. as alſo all the eſtate, right, title, intereſt, property, claim and demand whatſoever, which he the ſaid T. D. party

to theſe preſents, now hath or may, can, might, ſhould or ought to have or claim of, in, or to the ſaid Annuity or yearly payment of &c. To have, hold, perceive, receive, take and enjoy the ſaid Annuity or yearly payment of &c. unto the ſaid W. P. his Executors Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, for and during the naturall life of the ſaid T. D. party to theſe preſents, in ſuch like, and in as large and ample manner and form to all intents and purpoſes, as the ſaid T. D. party to theſe preſents, now hath, may, might, ſhould, could, or ought to have and enjoy the ſame, by force and vertue of the ſaid Indenture of uſes, or any thing therein contained or otherwiſe; And the ſaid T. D. party to theſe preſents for him, his Executors, Adminiſtrators and Aſſignes, doth covenant, promiſe and grant to and with the ſaid W. P. his Executors, Adminiſtrators and Aſſignes by theſe preſents, in manner and forme following; that is to ſay, That he the ſaid T. D. party to theſe preſents, now hath full power and lawfull authority, to give, grant, bargain, and ſell the ſaid Annuety or yearly Rent of &c. in manner and forme aforeſaid: And that neither he the ſaid T. D. party to theſe preſents, nor any other perſon or perſons, by his appointment, or with his conſent hath heretofore made any former bargaine, ſale, gift, grant, aſſignment, ſurrender, extinguiſhment, charge or incumbrance of the ſaid Annuety or yearly payment of &c. or any part thereof; Nor that he the ſaid T. D. party to theſe preſents, nor any other by, from, or under him, or with his conſent hereafter at any time ſhall do or commit, or ſuffer to be done or committed any act, Deed or thing whatſoever, whereby the ſaid W. P. his Executors, Adminiſtrators or Aſſignes, ſhall or may be letted or hindered of, or in the having, receiving and enjoy-

ing

ing of the ſaid Annuity, or of any part thereof: And that the ſaid W.P.his Executors, Adminiſtrators and Aſſignes, ſhall or may from time to time and at all times from henceforth, for and during the naturall life of the ſaid T. D. party to theſe preſents, lawfully, peacefully, and quietly have, hold, receive, perceive, take and enjoy the ſaid Annuity, or yearly payment of &c. and every part and parcell thereof: to the only uſe and behoof of the ſaid W.P. his Executors, Adminiſtrators and Aſſignes, without the let, ſuit, trouble, interruption or diſturbance of him the ſaid T. D. party to theſe preſents, or any other perſon or perſons by his act, means title, or procurment. And further, that the ſaid T. D. party to theſe preſents, ſhall and will from time to time and at al times hereafter, at the reaſonable requeſt, coſt and charge in the Law of the ſaid W. P. his Executors, Adminiſtrator or Aſſignes, do cauſe, procure or ſuffer to be done, all ſuch further act and acts, thing and things, deviſe & deviſes in the law whatſoever, for the further aſſuring of the premiſſes the ſaid W. P. his Executors, Adminiſtrators and Aſſignes, for and during the naturall life of the ſaid T. D. party to theſe preſents; As by the ſaid W. P. his Executors, Adminiſtrators or Aſſignes, or by his or their Councell learned in the Law ſhall be reaſonably deviſed or adviſed and required. In witneſſe &c.

A Indenture for ſuing forth a Writ of Entry of a Mannor; to the intent a recovery may be had.

THis Indenture tripartite, made the &c. between H. E. of &c. of the firſt part W. G. of &c. of the ſecond part, and A.B. and C.D. of &c. of the third part, Witneſſeth, that it is covenanted, granted, concluded, condeſcended unto, and fully agreed upon, by and

between the ſaid parties to theſe preſents: And the ſaid H. E. doth for himſelf his Heirs &c. covenant &c. that he the ſaid E. or his &c. before the Feaſt of &c. at the proper coſts and charges in the Law of the ſaid W. G. his Heirs or Aſſigns ſhall permit and ſuffer the ſaid A. B. and C. D. to bring and ſue forth out of his Majeſties high Court of *Chancery*, one Writ of Entry *ſur diſſeiſin in le poſt*, againſt the ſaid W. G. returnable before the Juſtices of the *Common Pleas* at *Weſtminſter*, at a certain day before the ſaid Feaſt of &c. by which Writ the ſaid A. B. and C. D. ſhall demand againſt the ſaid W. G. all that the Mannor or &c. by the name of &c. or by any other name or names whatſoever, whereunto the ſaid W. G. ſhall appear before the ſaid Juſtices, at the ſaid day of returne, to be contained in the ſaid Writ in his owne proper perſon, or by his Atturney, ſufficiently authoriſed by the Law for the ſame, upon which appearance the ſaid A. B. and C. D. ſhall declare againſt the ſaid W. G. according to the nature of the ſaid Writ: And that he the ſaid H. E. ſhall permit and ſuffer the ſaid W. G. to make defence, and vouch over to warranty the ſaid H. E. and the ſame E. by himſelf or his Atturney, ſufficiently authoriſed by Law for the ſame, ſhall vouch over to warranty, the common vouchee, & thereupon imparle, and after the ſame imparlance in the ſame Term, ſhall make default and depart in contempt of the Court, to the intent a perfect recovery and Judgement in the ſaid Court, may be had againſt the ſaid H. E. of the ſaid Mannour and Lands, and all other the premiſſes according to the courſe of common recovories in ſuch caſes uſed: And further that the ſaid recovery and execution thereupon ſo as aforeſaid, to be had and purſued by the ſaid A. B. and C. D. ſhall be to the only uſe and behoofe of the ſaid W. G. and

of

of his Heirs and Aſſigns, and to no other uſe, intent or purpoſe whatſoever, (A Covenant for incumbrances) *In witneſſe &c.*

A revocation of a Protection during the Parliament time.

WHereas I the Right Honourable I. Earl of R. have granted a protection under my hand and ſeal, unto C. R. Eſquire, bearing date on or about the &c. laſt paſt, to endure for the time of this preſent Parliament: Now theſe preſents witneſs, that for divers good cauſes and conſiderations me moving, I do hereby revoke, diſannull and make void the ſaid protection, to all intents and purpoſes whatſoever, ſo as the ſaid C. R. ſhall not from henceforth have any benefit, priviledge or advantage thereby, but be therefore and therefrom, utterly debarred and excluded for ever by theſe preſents. *In witneſſe* &c.

A Bargain and Sale of Trees.

THis Indenture made &c. between A. B. of &c. and T. H. of &c. of the one part, and G. F. of &c. of the other part witneſſeth, that the ſaid A. B. and T. H. for and in conſideration of &c. to them in hand paid, before the ſealing and delivery of theſe preſents, the receipt thereof &c. have bargained and ſold unto the ſaid T. F. one hundred Trees of Oak, to be taken and choſen by the ſaid T. F. his Executors or Aſſigns, within, amongſt, and out of the woods and Trees, ſtanding and growing within the Park of S. in the County of &c. or in or upon the bankes or bounds of the ſaid Park (all ſuch Trees as now are already felled or marked) alwayes excepted out of

this preſent bargaine and ſale: And the ſaid A. B. and T. H. do &c. to and with &c. that it ſhall and may be lawfull to and for the ſaid T. F. his Executors and Aſſigns, at ſeaſonable times in the year, at his and their free liberty, wils and pleaſures, before the Feaſt of &c. to ſell, cut down, take and carry away the ſaid Trees, before by theſe preſents bargained and ſold, and every of them, ſo that the ſaid G. F. his Executors and Aſſigns at his and their, or any of their proper coſts and charges, do from time to time make up and repair all ſuch breaches and hurts, as he or they ſhall commit or do, or cauſe to be committed or done, in any of the hedges, pales, or ditches, of or belonging to the ſaid Parke or any the grounds thereunto belonging or adjoyning, for or by reaſon of the felling, cutting down, carting or carrying away of the ſaid trees, or any of them; and ſo that all the ſaid trees, and every of them, before bargained and ſold, be carried and rid of, from and out of the ſaid Park and bounds thereof, before the ſaid Feaſt of &c. And the ſaid A. B. and T. H. all the ſaid trees before bargained and ſold to the ſaid T. F. in manner and form as aforeſaid, againſt all men, at all times, ſhall warrant and for ever defend. And it is further agreed and declared between the ſaid parties, that all ſuch and ſo many of the ſaid trees before mentioned, bargained and ſold, as ſhall remain, and not be carried away out of the ſaid Park and bounds thereof, before the ſaid Term of &c. ſhall from thenceforth remain and be to the only uſe of the ſaid A. B. and T. H. their Executors and Aſſigns, any thing before mentioned to the contrary, in any wiſe notwithſtanding. *In witneſſe &c.*

An

An Indenture of Leaſe of a Houſe and Lands in the Country.

THis Indenture made &c. Between A.B. of &c. of the one party; and C. D. of &c. of the other party: Witneſſeth, that the ſaid A.B. for and in conſideration of the rents and covenants hereafter in and by theſe preſents reſerved and contained, which on the part and behalf of the ſaid C.D. are and ought to be paid, done, performed fulfilled and kept: Hath demiſed, granted, betaken and to farm-letten, and by theſe preſents doth demiſe, grant, betake and to farm-let unto the ſaid C.D all that Meſſuage or Tenement, &c. And alſo all that Cloſe of meadow ground, called &c. and all that &c. Which ſaid premiſſes now are in the tenure or occupation of the ſaid C. D. or his Aſſigns, ſcituate, lying and being in the ſaid pariſh of &c. Except and alwaies reſerved out of this preſent Demiſe and Grant, all trees, woods and underwoods, now ſtanding, growing or being, or which hereafter ſhall ſtand, grow or be in or upon the ſame premiſſes; and free liberty of ingreſſe, egreſſe, regreſſe, way and paſſage to and for the ſaid A. B. his Heirs and Aſſigns, and his and their workmen and ſervants, at any ſeaſonable time or times in the year, to come in and upon the demiſed premiſſes, and every or any part thereof, to fell, cut down, lop and top the ſame trees, and every or any of them: and the ſame trees, lops and tops, with carts and carriages to take, load, bear and drive away, at his and their wils and pleaſures. To have and to hold the ſaid Meſſuage or Tenement, Cloſe of Meadow, and &c. and all and ſingular other the before mentioned premiſſes to be demiſed, with the appurtenances (except before excepted) unto the ſaid C. D. his &c. from

the Feast of Saint *Michael* the Archangel last past, before the date of these presents, for and during, and unto the full end and terme of twenty and one years from thence next ensuing, fully to be compleat and ended. Yielding and paying therefore yearly and every year, during the said terme of one and twenty years, to the said A. B. his &c. at or in &c. the yearly rent or sum of &c. at two of the most usuall Feasts or Terms of payment in the year; that is to say, the Feasts of &c. by even and equall portions. And the said C. D. for himself, his &c. that he the said C. D. his &c. or some of them, shall and will well and truly pay or cause to be paid unto the said A. B. his &c. at or in &c. the said yearly rent of &c. during the said Terme of &c. on the Feasts aforesaid, or within fifteen daies next ensuing either of the said Feasts, by even and equall portions, in manner and form aforesaid, And that he the said C. D. his &c. or some of them at his and their own proper costs and charges, shall and will from time to time, and at all tims hereafter, when and as often as need shall require, during the continuance of this present Demise, well and sufficiently repair, support, maintain, uphold, hedge, ditch, scour, fence, amend and keep the said capital Messuage or Tenement, and al and singular the before mentioned to be demised premisses, and every part and parcel thereof, in, by and with all and all manner of needfull and necessary reparations, pailing, hedging, ditching, fencing, and amendment whatsoever (principall timber onely excepted) And the said Messuage or Tenement, and all and singular other the before mentioned to be demised premisses, with the appurtenances, being so well and sufficiently repaired, supported, maintained, upholden, ditched, hedged, fenced, amended and kept together; with such houshold-stuffe, and implements of houshold, as are mentioned

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in a Schedule hereunto annexed, in as good caſe and plight, as the ſame now are (reaſonable wearing only excepted) in the end of the ſaid terme of one and twenty years, or other ſooner determination of this preſent Leaſe, ſhall and will peaceably and quietly leave, ſurrender and yield up the ſame unto the ſaid A. B. &c. And alſo that it ſhall and may be lawfull to and for the ſaid A. B. his &c. with workmen and others, in his or their company, or without, twice in every year yearly, during the ſaid terme, or oftner, to come into and upon the before demiſed premiſſes, and every or any part thereof, there to view, ſearch and ſee the eſtate and conditiõ of the reparations of the ſame. And upon every ſuch view or ſearch, to give or leave notice in writing, at the ſaid demiſed Meſſuage, to or for the ſaid C. D. his &c. of all defaults and lacks of reparations, then and there found, to repair and amend the ſame, within ſix moneths next after ſuch view made, and notice given, as aforeſaid. Within which time and ſpace of ſix moneths, he the ſaid C. D. &c. doth covenant, promiſe and grant to and with the ſaid A. B. his Heirs and Aſſigns, by theſe preſents, well and ſufficiently to repair and amend the ſame. And further the ſaid C. D. for himſelf, his &c. that he the ſaid C. D. his &c. ſhall and will from time to time, and at all times, during the continuance of this preſent Demiſe, pay, bear, diſcharge and diſburſe all ſuch Tythes, Church-duties, taxes, ſubſidies, and other payments whatſoever, wherewith the ſame premiſſes, and every or any part thereof, ſhall or may be charged, or lyable to pay, during the ſaid Term (except the quit rent due for the ſaid Meſſuage to the Lord of the Mannour of *Harrow*) and thereof ſhall and will acquit and diſcharge the ſaid A. B. his &c. and alſo the ſaid demiſed Meſſuage and premiſſes, and every part and parcell thereof. And

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alſo that he the ſaid C. D. his &c. ſhal and will well and truly pay, or cauſe to be paid unto the ſaid A.B his &c. the full ſum of 10 l. of &c. over and above the ſaid yearly rent of &c. for every or any acre or acres of Land, that ſhall be at any time or times hereafter during the continuance of this preſent Demiſe, ploughed, digged, broken up or eared in the ſaid Cloſes, called &c. or any of them, or in any other of the ſaid Cloſes not heretofore digged, ploughed or broken up; and ſo proportionable, according to the rate of ten pounds every acre, of Land; and according to that rate, for every acre or part or parcel of an acre of Land, for every time, every or any acre or acres, part or parcel of acre or acres, ſhall be ſo ploughed, digged or broken up and eared in any of the ſaid Cloſes, the ſame to be paid unto the ſaid C.D. his &c. at ſuch dates and times as the yearly rent hereby is reſerved and appointed to be paid, according to the true intent and meaning of theſe preſents. And further, that neither the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, ſhall or will at any time or times, during the continuance of this preſent Demiſe, fell, cut down, lop or top any of the timber trees, or any other trees, now ſtanding, growing or being, or which hereafter ſhall ſtand grow or be in or upon the ſaid demiſed premiſſes, or any part thereof, without the good will and licenſe of the ſaid A.B. his &c. in that behalf firſt had and obtained in writing under his or their hands and ſeals; nor ſhall demiſe, grant, let, ſet, ſell, aſſign or ſet over the ſaid demiſed Meſſuages, and other the premiſſes, or any part thereof, or his or their eſtate or termie of years, or any part thereof, of, in or to the ſame premiſſes, during the terme by theſe preſents granted, to any perſon or perſons whatſoever, except it be by and with the conſent and agreement of the ſaid A.B.

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his &c. in that behalf firſt had and abtained in writing under his or their hands and ſeals. Provided alwaies, and it is covenanted, granted, concluded and fully agreed upon by and between the ſaid parties to theſe preſents, that if the ſaid A.B. his &c. or any of them, ſhall at any time or times hereafter, during the ſaid term of 21 years, be minded & deſirous to have again, reſume & take the ſaid Meſſuage or Tenement, and al and ſingular other the before demiſed premiſſes, with the appurtenances, into his or their hands and poſſeſſion, before the expiration of this preſent Leaſe. And of ſuch his or their deſire, do give notice in writing unto the ſaid C. D. his &c. at any of the daies or times of payment, wherein or whereat the ſaid yearly rent hereby reſerved, is appointed to be paid: That then the ſaid yearly rent ſhall determine at the end of one whole year next after ſuch notice given, to have again the ſaid Meſſuage, and al other the before demiſed premiſſes: And that then alſo, at the next Feaſt or time of payment, which ſhall be one whole year next enſuing ſuch notice or warning given, as aforeſaid. And from thenceforth this preſent Indenture of Leaſe, and every covenant, article and agreement herein contained, ſhall ceaſe, determine, and be utterly void, and of none effect, as if theſe preſents had never been had nor made. And that then and from thenceforth, and at any time or times then afterwards, it ſhall and may be lawfull to and for the ſaid A. B. his &c. into all and ſingular the before demiſed premiſſes, and every part thereof, wholly to re-enter, and the ſame to have again, re-poſſeſſe and enjoy as in his or their firſt and former eſtate, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid A. B. doth for himſelf, his &c. covenant, promiſe and grant to and with the ſaid C. D. his &c. and every of them,

them by theſe preſents, that if the ſaid C. D. his &c. or any of them, ſhall at any time or times hereafter, during the time and term by theſe preſents granted, deſire to depart from the ſaid Meſſuage or Tenement, and premiſſes hereby demiſed, and to ſurrender and yield up the ſame premiſſes unto the ſaid A.B. his &c. and of ſuch his or their deſire, do give warning in writing under his or their hands to the ſaid A. B. his &c. at the houſe of the ſaid A.B. at any of the Feaſts or daies of payment aforeſaid, one whole year before he or they ſhall depart from the premiſſes; and do and ſhall accordingly ſurrender and yield up the ſaid premiſſes unto the ſaid A.B. his &c. well and ſufficiently repaired, hedged, ditched, amended, paled and fenced, as the ſame ought to be; together with the ſaid implements of houſhold, according to the true meaning of theſe preſents, that then upon ſuch warning given and ſurrender, or other aſſurance made of the premiſſes as aforeſaid, he the ſaid A. B. his &c. ſhall and will accept the ſame, and take into their hands and poſſeſſion, the ſaid Capitall Meſſuage or Tenement, and all other premiſſes, with their appurtenances, according to the true intent and meaning of theſe preſents. Provided alſo, if it ſhall happen the ſaid yearly rent, or ſum of &c. or any part thereof to be behind and unpaid, in part or in all, by the ſpace of ten daies, next over or after any of the Feaſts or days of payment aforeſaid, wherein the ſame ought to be paid as aforeſaid being lawfully demanded, or if the ſaid C. D. his &c. do not well and truly obſerve, perform, fulfill, pay and keep, all and every the Covenants, Articles, payments and agreements in theſe preſents contained, which on his and their parts are, and ought to be obſerved, performed, paid, done, fulfilled and kept, that then in any of the ſaid caſes, and from thenceforth at any time after, it ſhall and

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may be lawfull to and for the ſaid A. B. his &c. into the ſaid capitall Meſſuage or Tenement, and all and ſingular other the premiſſes, with the appurtenances, and every part thereof wholly to re-enter, and the ſame to have againe, retaine, repoſſeſſe and re-enjoy, as in his and their firſt and former eſtate; and the ſaid C. D. his &c. thereout, and from thence utterly to expell, put out and amove this Indenture, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. And laſtly, the ſaid A. B. for himſelf, his &c. that he the ſaid C. D. his &c. and every of them, paying the ſaid yearly rent of &c. and paying, doing, and performing the covenants, payments, proviſoes and agreements in theſe preſents mentioned, which on his and their parts are or ought to be paid, done, performed and kept, according to the true intent and meaning of theſe preſents, ſhall or lawfully may, peaceably and quietly have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid Meſſuage or Tenement, and all other the premiſſes before by theſe preſents demiſed (except before excepted) for and during all the ſaid term of 21 years before granted without any lawful let, ſuit, trouble, deniall, eviction, interruption or diſturbance of the ſaid A. B. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming by, from, or under him, them, or any of them. *In witneſſe* &c.

An abſolute Bargaine and Sale of a Houſe and Lands.

THis Indenture made the &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, Witneſſeth, that the ſaid A. B. for and in conſideration of the ſum of &c. to him in hand, at and before

before the ſealing and delivery of theſe preſents, by the ſaid G.D. well and truly paid, the receipt whereof he the ſaid A.B. doth hereby acknowledge, and himſelf therewith fully ſatisfied and paid, and thereof, and of every part and parcell thereof, doth clearly acquit, exonerate, and diſcharge the ſaid C.D. his Heirs, Executors and Adminiſtrators for ever by theſe preſents: Hath given, granted, aliened, bargained, ſold, enfeoffed, and confirmed, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, alien, enfeoffe, and confirm unto the ſaid C.D. his Heirs and Aſſigns for ever, all that the &c. with all and ſingular its rights, members, juriſdictions and appurtenances, together with all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backſides, Eaſments, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-woods, Wayes, Eaſments, Profits, Commodities, Common of Paſture, Hereditaments and appurtenances whatſoever, to the ſaid Meſſuage or Tenement and premiſſes, or to any part or parcell of them belonging, or in any wiſe appertaining; all which ſaid Meſſuage, Lands, Tenements, Feedings, Paſtures, Cloſes and Hereditaments, with their and every of their rights, members and appurtenances whatſoever, before, in and by theſe preſents, mentioned or intended to be granted, are ſcituate, lying and being within the Townſhip of H. aforeſaid, in the ſaid County of &c. and now or late in the tenure or occupation of the ſaid A.B. or of his Aſſignee or Aſſignes, and the reverſion and reverſions, remainder and remainders, of all and ſingular the before mentioned premiſſes, and all rent and rents, reſerved upon any grant or grants, demiſe or demiſes, made of the premiſſes, or of any part or parcell of them; And alſo all the eſtate, right, title, intereſt, uſe, poſſeſſion, property, claime and demand whatſoever,

ſoever, of him the ſaid A. B. of, in, or to the ſame, and all Deeds, writings, evidences, charters, tranſcripts of Fines, Court-Rols, eſcripts and monuments whatſoever, touching or concerning the premiſſes, or any part or parcell of them: *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, hereby granted, bargained and ſold, or mentioned to be herein or hereby granted, bargained and ſold, with their, and every of their rights, members and appurtenances whatſoever, unto the ſaid C. D. his Heirs and Aſſigns, to the onely propet uſe and behoof of the ſaid C. D. his Heirs and Aſſigns for ever: And the ſaid A. B. for himſelf and his Heirs &c. the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes before granted, bargained and ſold, with the appurtenances, unto the ſaid C. D. and his Heirs, to the only proper uſe and behoof of the ſaid G. D. his Heirs and Aſſigns for ever, againſt him the ſaid A. B. his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, lawfully claiming, by, from, or under him, them, or any of them, ſhall and will warrant, and for ever defend by theſe preſents: And the ſaid A. B. for himſelf, his Heirs, Executors and Adminiſtrators doth covenant, promiſe, grant, and agree, to and with the ſaid C. D. his Heirs and Aſſigns and every of them, by theſe preſents, in manner and form following, that is to ſay, that he the ſaid A. B. at the time of the enſealing and delivery of theſe preſents is, and untill a good, pure, perfect, and abſolute eſtate of Inheritance, of all and ſingular the before granted premiſſes, and every part thereof ſhall be fully veſted, ſetled and executed, in and upon the ſaid C. D. and his Heirs, according to the true meaning of theſe preſents, ſhall remain, continue, and be ſeized of, and in the ſaid Meſſuage or Tenement, and all and

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ſingular other the premiſſes, in and by theſe preſents, granted, bargained and ſold, with all and every their rights, members and appurtenances, of a good, pure, perfect, and abſolute eſtate of Inheritance, in Fee-ſimple, without any condition, reverſion, remainder or limitation of any uſe or uſes, eſtate or eſtates, in or to any perſon or perſons whatſoever, to alter, change, defeat, determine or make void the ſame. And that the ſaid A. B. at the time of the enſealing and delivery of theſe preſents, hath full power, good right, and lawfull authority, to grant, bargaine, ſell, and convey all and ſingular the before, hereby granted or mentioned to be granted premiſſes, with their, and every of their appurtenances, unto the ſaid C. D. his Heirs and Aſſigns in manner and form aforeſaid. And that he the ſaid C. D. his Heirs and Aſſigns, and every of them, ſhall or may by force and vertue of theſe preſents, from time to time, and at all times for ever hereafter, lawfully, peaceably, and quietly have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid Meſſuage or Tenement, and all and ſingular the before granted premiſſes, with their, and every of their rights, members and appurtenances, and have, receive and take the rents, iſſues and profits thereof, to his and their own proper uſe and behoof for ever, without any lawfull let, ſuit, trouble, deniall, interruption, eviction or diſturbance of the ſaid A. B. his Heirs or Aſſignes, or of any other perſon or perſons whatſoever, lawfully claiming by, from or under him, them, or any of them, or by his or their meanes, act, conſent, title, intereſt, privity or procurement. And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, from time to time well and ſufficiently ſaved and kept harmleſſe, by the ſaid A. B. his Heires Executors or Adminiſtrators, of, and from all and all manner

manner of former and other gifts, grants, bargaines, ſales, Leaſes, mortgages, joyntures, dowers, title of dower, ſtatute Merchant and of the ſtaple recognizance, extents, judgements, executions, uſes, entailes, rents and arrearages of rents, forfeitures, fines, iſſues and amerſments, and of and from all and ſingular other titles, troubles, charges, demands and incumbrances whatſoever, had, made, committed, ſuffered, omitted or done by the ſaid A. B. his Heirs or Aſſigns, or by any other perſon or perſons whatſoever, lawfully claiming by, from or under him, them or any of them, or by, from or under his or their means, act, conſent, title, intereſt, privity or procurement (the rents and ſervices which from henceforth from time to time, for or in reſpect of the premiſſes, ſhall grow due and payable to the chief Lord or Lords of the fee or fees of the premiſſes only excepted and foreprized.) And further, the ſaid A. B. for himſelf his Heirs, Executors and Adminiſtrators doth &c. that he the ſaid A. B. his Heirs and Aſſigns, and all and every other perſon and perſons, and their Heires lawfully having or claiming or rightfully pretending to have, or which hereafter ſhall or may lawfully have or claim or rightfully pretend to have any eſtate, right, title, intereſt or demand, into, or out of the premiſſes, or any part or parcell of them, by, from or under the ſaid A. B. his Heirs or Aſſigns, ſhall and will from time to time, and at all times, for and during the ſpace of ſeven years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid C. D. his Heirs or Aſſigns, make, do, perform, acknowledge, leavie, execute and ſuffer, or cauſe to be made, done, performed, knowledged, leavied, executed and ſuffered all and every ſuch further lawfull and reaſonable act and acts, thing

and things, deviſe and deviſes, aſſurance and aſſurances and conveyances in the Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making, and conveying of all and ſingular the before hereby granted or mentioned to be granted premiſſes, with their and every of their rights, members and appurtenances, unto the ſaid C. D. his &c. be it by fine or fines, feoffement or feoffements, deed or deeds, inrolled or not inrolled, the inrolement of theſe preſents, recovery or recoveries, with ſingle or double voucher or vochers, releaſe or confirmation, or by all and every or any the waies or means aforeſaid, or by any other wayes or means whatſoever, as by the ſaid C. D. his &c. or by his or their Councel learned in the Laws ſhall be reaſonably deviſed, adviſed or required, ſo as the ſaid A. B. his &c. or ſuch other perſon or perſons who ſhall be required to make ſuch further aſſurance, be not compelled or compellable to travel further then the Cities of *London* & *Weſtminſter*, or either of them, in or about the making thereof. And laſtly, it is covenanted, granted, concluded, condeſcended unto, and fully agreed upon, by and between the ſaid parties to theſe preſents, for them, their Heirs and Aſſigns by theſe preſents, that all fines, feoffements, recoveries and aſſurances in the Law whatſoever, had, made, levied, knowledged, ſuffered or done, or hereafter to be had, made, knowledged, ſuffered, leavied or done, by or between the ſaid parties to theſe preſents, or any of them, of, for, touching or concerning the ſaid Meſſuage or Tenement, and all and ſingular other the before hereby granted premiſſes, with their rights, members and appurtenances, and every or any part thereof ſhall be and enure, and ſhall be conſtrued, eſteemed, adjudged, and taken to be and enure, to the onely proper uſe and behoof of the ſaid C. D. his

&c.

&c. for ever, and to none other uſe, intent or purpoſe whatſoever. *In witneſſe &c.*

A Conveyance of a Mannor and Lands, in conſideration of a Marriage &c.

THis Indenture made &c. between I. M. of &c. of the one part, and E. F. of &c. and G. M. of &c. of the other part, Witneſſeth; that for the preferment and advancement of P. M. naturall ſon of him the ſaid I. M. and of the Heirs Males of the ſaid P. M. and for and in conſideration of the great fatherly love and naturall affection, which the ſaid I. M. beareth to the ſaid P. M. his ſon, and to the intent and purpoſe that the Mannor, Lands and Tenements hereafter mentioned, ſhall and may be and continue in the ſtock, bloud and kindred of the ſaid I. M. and for and in conſideration of a Marriage by Gods permiſſion ſhortly to be had and ſolemnized, between the ſaid P. M. and one F. daughter of E. T. of &c. and for divers other good cauſes and conſiderations, him the ſaid I. M. eſpecially moving, it is concluded, covenanted, granted and agreed, by & between the ſaid parties to theſe preſents: And the ſaid I. M. on his part, for himſelf his Heires, Executors and Adminiſtrators doth by theſe preſents covenant and grant, to and with the ſaid E. F. and G. M. and either of them, and the Executors and Adminiſtrators of them, and of either of them, that for the conſiderations aforeſaid, he the ſaid I. M. and his Heires, and all and every other perſon and perſons now ſtanding or being ſeized, or that hereafter ſhall ſtand and be ſeized of and in all that the Mannour of S. in the County of B. with all and ſingular the rights, members and appurtenances thereof, & of and in all & ſingular Meſſuages, Tenements, Houſes, Build-

ings, Orchards, Lands, Meadows, Leaſowes, Paſtures, Feedings, Commons, Mils, Woods, Underwoods, Advowſons, Reverſions, Rents, Services, Wayfs, Eſtraies, Royalties, Liberties, Priviledges, Juriſdictions, Hereditaments, and all other the rights, menbers and appurtenances whatſoever, to the ſaid Mannour and Lands, incident, belonging or in any wiſe appertaining or accepted, reputed, taken or known, or occupied, demiſed or letten as part, parcell or member thereof, ſhall from thenceforth ſtand and be ſeized of, and in the ſame Mannour, Lands, Tenements, Hereditaments, and all other the premiſſes, and of and in every part and parcell therof, with the appurtenances, to the uſes, intents & purpoſes hereafter in theſe preſents mentioned and expreſſed, and to none other uſe, intent or purpoſe whatſoever: That is to ſay, unto and for the uſe of the ſaid I. M. untill the ſaid marriage ſhall be had and ſolemnized between the ſaid P. M. and F. and immediatly from & after the ſaid marriage ſo had, to the uſe of the ſaid P. M. and F. and of the Heirs males of the ſaid P. M. on the body of the ſaid F. lawfully begotten: And for default of ſuch Heirs males, to the uſe of the right Heirs of the ſaid I. M. for ever. And further, the ſaid I. M. doth by theſe preſents covenant and grant for him, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, to and with the ſaid E. F. and G. M. and either of them, their Heirs, Executors, Adminiſtrators and Aſſignes, in manner and form following: That is to ſay, That the ſaid Mannor, Lands, Tenements and Hereditaments, and all other the premiſſes, with their appurtenances, now are and be, and at all times hereafter, and from time to time, ſhall and may continue, remain and be, clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſſe, by

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the ſaid I. M. his Heirs, Executors &c. or by ſome or one of them, at his or their own proper coſts and charges, of and from al and all manner of former and other bargains, ſales, gifts, grants, leaſes, joyntures, dowers, titles of dower, uſes, wils, entails, rents, charge-rentsſeck arrearages of rents, titles, recognizances, ſtatutes marchant and of the ſtaple, and of & from all other charges, incumbrances and demands whatſoever, had, made, committed or done by the ſaid I. M. or by his Heirs or Aſſigns, or by any other perſon or perſons by his or their aſſent, conſent, means, privity or procurement: The rents and ſervices which from henceforth ſhall grow due to the chief Lord or Lords of the fee or fees of the premiſſes, and all lawfull leaſes or grants heretofore made or granted of the premiſſes, or of any part thereof, which ſhall not continue above foure years, or thereabouts, next after the date hereof, whereupon ſeverall yearly rents are reſerved, amounting in the whole to &c. which ſhall be yearly payable to the ſaid P. M. and F. and the Heirs males of the ſaid P. M. for and during the continuance of the ſaid Leaſes and Grants, only excepted and fore-prized. And that the ſaid Mannor, and other the premiſſes, at the end and determination of the ſaid Leaſes & Grants, ſhal remain and from thenceforth ſhall and may continue and be unto the ſaid P. M. and F. and the Heirs males of the ſaid P. M. of the clear yearly value of &c. or thereabouts. And moreover, that he the ſaid I. M. his Heirs &c. ſhal & wil at al times, & from time to time, during the ſpace of one whole year next after the ſaid marriage had and ſolemnized, when and as often as he or they or any of them, ſhall be thereunto reaſonably required by the ſaid E. F. and G. H. or either of them, their Heirs or Aſſigns, or any of them, do make, knowledge, leavy and execute, or cauſe and

ſuffer to be made, done, knowledged, leavied and executed, all and every ſuch further act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, be it by Deed or Deeds, inrolled or not inrolled, fine, with proclamation, feoffment, recovery, with voucher or vouchers, releaſe or confirmation with warranty, againſt the ſaid I. M. and his Heirs, or otherwiſe, or without warranty, or by all or ſo many of the waies, means and deviſes aforeſaid; or by any other waies or means whatſoever, as by the ſaid E. F. and G. H. or either of them, their Heirs or Aſſigns, or by their or any of their Councel learned in the Law, ſhal be reaſonably deviſed or adviſed and required, at the coſts and charges onely in the Law of the ſaid P. M. for the further, better and more perfect aſſurance, ſurety, ſure-making and conveying of the ſaid Mannors, Lands, Tenements and Hereditaments, and all and ſingular other the premiſſes, with the appurtenances, in and by theſe preſents mentioned and intended to be conveyed and aſſured, in manner and form above in theſe preſents declared, and every part and parcel thereof, unto the ſaid E. F. and G. H. to the uſes, intents and purpoſes above in theſe preſents mentioned, and to none other uſes, intents or purpoſes whatſoever. *In witneſſe &c.*

An aſſurance of a Joynture made before Marriage, with ſpeciall Covenants concerning Children by a former Husband.

THis Indenture made &c. Between R. L. of &c. of the one part; and A. B. and I. G. of &c. of the other part: Witneſſeth, that in conſideration of a Marriage ſhortly to be had and ſolemnized between the ſaid R. L. and A. H. late Wife of &c. deceaſed, for the future good and advancement of the ſaid A. H. and

and in teſtimony of the ſingular good wil and affection which he the ſaid R. L. hath & beareth to the ſaid A. H. and for divers other good and weighty conſiderations him the ſaid R. L. thereunto eſpecially moving, It is covenanted, granted, concluded & fully agreed upon by and between the ſaid parties to theſe preſents, in manner and form following; that is to ſay: And the ſaid R. L. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid A. B. & I. G. and either of them, and the Executors &c. of them and either of them, by theſe preſents that he the ſaid R. L. his Heirs and Aſſigns, ſhall and will from and after the Feaſt of Saint *Bartholmew* the Apoſtle, and from and after the ſaid marriage ſo had and ſolemnized, ſtand and be ſeized of and in al that the ſcite or ſeat of the Rectory or Perſonage of Eaſt-Church, and of and in all Houſes and Buildings thereupon built, ſtanding or being; And of and in one Field or Cloſe of paſture, with the appurtenances thereunto adjoyning, containing together with the ſaid ſcite of the ſaid Rectory, by eſtimation 40 acres, be it more or leſſe, And of and in a parcel of ground called *Herleys Spring*, containing by eſtimation one acre &c. And of and in one meadow, containing by eſtimation 40 acres, be it more or leſſe; And of and in one piece of ground called *Reeds meadow*, containing by eſtimation 29 acres, be it more or leſſe: And of and in one field called Frogs field, containing by eſtimation 52 acres, be it more or leſſe: And of and in one parcell of Land called Parſonage hill field, containing by eſtimation 37 acres, be it more or leſſe: And of and in all thoſe Lands, Cloſes, Meadows, Feedings, and Paſtures, called or known by the name or names of Stone pit, and ſtone pike, containing in the whole by eſtimation 400 acres, be they

more or leſſe: And of and in one other piece of Land called Berconfield, containing by eſtimation 29 acres, be it more or leſſe: And of and in one Cottage, with one Rood of Land thereunto belonging, or occupied with the ſame: In which Cottage or Houſe, one R. D. did lately dwell: All which premiſſes are ſcituate, lying and being in E. aforeſaid, and now are in the occupation of &c. and of and in all other the Lands, Tenements, Rents, Reverſions, Services and Hereditaments of the ſaid R. L. in the ſaid pariſh of E. in the ſaid County of K. to the onely uſe and behoof of the ſaid R. L. and the ſaid A. and of the Heirs and Aſſigns of the ſaid R. L. for ever, for the Joynture of the ſaid A. if the ſaid A. ſhall happen to ſurvive and over-live the ſaid R. L. And the ſaid R. L. doth covenant and grant for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe preſents, to and with the ſaid A. B. and I. G. and either of them, and the Heirs, Executors and Adminiſtrators of them, and either of them, in manner and form following; That is to ſay, That he the ſaid R. L. his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will at all time and times hereafter, & from time to time, ſufficiently ſave, keep harmleſs and indempnified the ſaid Scite, Lands, Tenements and Hereditaments, and all other the premiſſes, and every part & parcel thereof, of and from all former and other bargains, ſales, gifts, grants, leaſes, ſtatutes Merchant & of the ſtaple Recognizances, &c. and of & from all other charges, troubles & incumbrances whatſoever, had, made, committed or done by the ſaid R. L. or by any other perſon or perſons whatſoever, by his means, title, conſent or procurement (the rents and ſervices from thenceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premiſſes, only excepted & fore-prized) And that the ſaid Scite, Lands, Tenements and other

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the premiſſes, now be of the clear yearly value of 200l. over and above all charges & re-prizes. And further, that he the ſaid R. L. and all and every other perſon and perſons, and his and their Heirs, lawfully having, claiming, or rightfully pretending to have any eſtate, right, title or intereſt, of, in or to the ſaid Scite, Lands, Tenements, and all other the premiſſes or any part or parcell thereof, by or from the ſaid R. L. ſhall and will from time to time, and at all times hereafter, during the ſpace of two years, next enſuing the date hereof further do, make, knowledge and execute all and every ſuch other reaſonable act and acts, thing and things, deviſe and deviſes, aſſurance & aſſurances in the Law whatſoever, as by the ſaid A. B. and I. G. or either of them, or the Executors or Aſſigns of either of them, or their or any of their Counſell learned in the Law, ſhall be reaſonably deviſed or adviſed, and at the coſts and charges, of the ſaid R. L. his Heirs, Executors or Adminiſtrators, for the better and more perfect aſſuring and making ſure of all and ſingular the premiſſes to the ſaid A. for term of her life only in form aforeſaid; ſo that there be not any other or further warranty therein comprized, then only againſt the ſaid R. L. and his Heirs. And further, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents; and the ſaid R. L. doth covenant &c. to and with &c. that all feofements, fines, conveyances & aſſurances to be had, made, knowledged, done, ſuffered or executed by the ſaid R. L. during the life of the ſaid A. H. ſhal be to the uſes, intents and purpoſes aforeſaid, and to none other &c. And further, that ſhe the ſaid A. from and after the deceaſe of the ſaid R. L. during her naturall life, ſhall or may have, hold and quietly enjoy the ſaid lands, tenements, rents, reverſions, ſervices, and all other the premiſſes, without any lawfull let,

ſuit, trouble, eviction, interruption or diſturbance of the heirs or aſſigns of the ſaid R. L or of any other perſon or perſons whatſoever, lawfully claiming by, from or under the ſaid R. L. his &c. And further, it is covenanted &c. by and between the &c. and the ſaid R. L. doth covenant &c. in manner &c. that he the ſaid R. L. his Heirs, Executors or Adminiſtrators, ſhall not at any time or times hereafter, inter-meddle with, have, receive or take the portion or portions, legacy or legacies, ſum or ſums of money, pertaining or belonging, given or bequeathed, due or to be due to W. H. T. H. and I. H. the children of the ſaid A. or any of them, or with the encreaſe or profits thereof, or by reaſon of the ſame ariſing, coming or growing, or that ſhall hereafter ariſe, come or grow of the ſame, or any part or parcell of the ſame increaſe, other then ſuch parcell thereof, as by covenant hereafter in theſe preſents expreſſed, is yearly to be paid unto the ſaid R. L. or his Aſſigns, for and toward the charges of bringing up the ſaid children, but ſhall permit and ſuffer the ſaid I. G. to have the ordering and diſpoſing of the ſaid encreaſe and profits coming of the portions aforeſaid, for the benefit of the ſaid children, by the appointment of the ſaid A. And that he the ſaid R. L. ſhall upon reaſonable requeſt, deliver or cauſe to be delivered to the ſaid I. G. all ſuch Bonds and Obligations, wherein any perſon or perſons, are or ſtand bound unto the ſaid A. for, touching and concerning the portions of the ſaid children or otherwiſe, as ſhal come to the hands & poſſeſſion of the ſaid R. L. and make, ſeal and deliver to the ſaid I. G. ſuch Letter or Letters of Atturney, for the recovery of the ſums of money conteined in the ſame Bonds and Obligations, or any of them, as by the Councell learned of the ſaid I. G. ſhall be thought meet and convenient, and by the ſaid I. G. required

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for and to the uſe of the ſaid Children; And that he the ſaid R. L. ſhall not releaſe or diſcharge the ſaid Bonds or Obligations or any of them, without the conſent and agreement of the ſaid I. G. nor revoke or countermand the ſaid Letter of Atturney: And that the ſaid R. L. ſhall permit and ſuffer the ſaid A. and give his aſſent that ſhe ſhall make a Will, and by the ſame to give and bequeath at her liberty & pleaſure the ſum of 500 l. and ſhall not countermand or revoke the ſame; And that if it ſhall happen the ſaid A. to die, leaving the ſaid R. L. That he the ſaid R. L. his Executors, Adminiſtrators or Aſſignes, ſhall well and truly content &c. or cauſe &c. the ſaid Legacies, or ſo much of them as ſhall not exceed the ſaid ſum of 500 l. within one year next after the deceaſe of the ſaid A. at the Manſion-houſe of the ſaid R. L. in T. aforeſaid; And further, it is covenanted, granted &c. between the &c. and the ſaid I. G. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid R L. his Executors and Adminiſtrators, in manner and form following: that is to ſay, that he the ſaid I. G. or his Aſſignes, ſhall yearly, from and after the ſaid Marriage ſo had and ſolemnized as aforeſaid, and during ſo long time as the ſaid children or any of them ſhal be at the finding and providing for, of the ſaid R L. well and truly content &c. or cauſe &c. to the ſaid R. L. or his Aſſigns, for every of the ſaid children ſo being &c. the yearly ſum of &c. at the Feaſts of &c. by even and equall portions out of the encreaſe and profits of their reſpective portions as aforeſaid; And that he the ſaid I. G. ſhal imploy & beſtow the reſidue of the increaſe anw profits, which ſhall come or grow of the ſaid portions or ſtocks from time to time, in ſuch ſort and manner as the ſaid A. ſhall appoint, for the further benefit and commodity of the ſaid children;

dren; and that he the ſaid I. G. ſhall from time to time when he ſhall be thereunto required by the ſaid A. yield and make unto the ſaid A. a juſt, true, and perfect accompt of the ſaid encreaſe or profits, comming or ariſing of the portions aforeſaid, *In witneſſe, &c.*

A Condition where one buyeth Lands, the ſeller is bound that the Land is free from incumbrances.

THe Condition &c. that whereas the within bounden A. B. hath bargained and ſold unto the within named C. D. and his Heirs forever, all that his Meſſuage or dwelling-houſe, lands, feedings, meadows, paſtures, rents, profits and other hereditaments whatſoever thereunto belonging, with their appurtenances, ſet, lying and being in the Town and field of &c. in the County of &c. If therefore the ſaid Meſſuage or dwelling-houſe, lands, and all other the premiſſes, and every part and parcel thereof, at the day of the date within written, be clearly diſcharged of and from all and all manner of former and other gifts, grants, leaſes, bargains, ſales, joyntures, dowers, rights and titles of dower, rents, arrearages of rents, ſtatutes merchant, and of the ſtaple feoffements, annuities, &c. and of & from all other titles, charges and incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid A. B. his Heirs or Aſſigns, or by any other perſon or perſons, by his, their, or any of their means, act, title, conſent, aſſent, or procurement (the rents and ſervices which from the day of the date within written ſhall grow due to be paid and performed to the chief Lord or Lords of the fee or fees of the premiſſes onely excepted) That then &c. or elſe &c.

A

A Counter-condition to ſave harmleſſe from two ſeverall Obligations.

THe Condition &c. that whereas the above named W. H. at the ſpeciall inſtance & requeſt, and for the proper debt of the obove bound W. C. together with the ſaid W. and G. P. of &c. by one obligation of the date above written, is and ſtandeth bound to R. W. of &c. in the ſum and penaltie of &c. of lawfull &c. with Condition endorſed, for the true payment of &c. of like money at or in the &c. on the &c. next Coming after the date of the ſaid Obligation, as by the ſame obligation and Condition thereof, more at large appeareth. And whereas alſo the ſaid W. H. at the like inſtance & requeſt, and for the onely debt of the ſaid W. C. together with the ſaid W. and the ſaid I. P. by one other Obligation bearing date the &c. is and ſtandeth bound to R. K. of &c. in the ſum and penalty of &c. with Condition for the true payment of &c. of like money at or in the &c. on the &c. next coming after the date of the ſaid laſt mentioned obligation, as by the ſame laſt recited Obligation and Condition more at large alſo appeareth. If therefore the ſaid W. C. his Executors, Adminiſtrators or Aſſignes, or any of them, do and ſhall truly pay or cauſe to be paid to the ſaid R. W. his Executors, Adminiſtrators or Aſſignes, the ſaid ſum of &c. and to the ſaid R. K. his Executors, Adminiſtrators or Aſſignes, the ſaid ſum of &c. on the ſeverall daies & at the ſeverall places above mentioned according to the conditions of the ſaid recited obligations, and for the diſcharge and making void of the ſame obligations without fraud or delay. That then this &c. or elſe &c.

Another Counter-condition.

THe Conditiõ of this Obligation is ſuch that whereas the above named G. S. at the requeſt, and for the debt of the above bound R. C. Together with the ſaid R. by one Obligation of the date above written, is and ſtandeth bound to W. C. of &c. in the ſum and penalty of 26 pounds of lawfull &c. with Condition thereunder Written, for the true payment of 13 pounds 6 ſhil. and 8 pence of like money, at or in the &c. in manner and form following, *viz.* on the 24 of December next coming after the date above written 46 ſhil. 8 pence thereof, on the 25 of March then next enſuing 40 ſhil. more thereof, on the 24 of June then next following 40 ſhil. more thereof, on the 26 of September then next enſuing 40 ſhil. more thereof, on the 24 of December which ſhall be in the year of our Lord God 1630. 40 ſhil. more thereof on the 25 of March then next enſuing 40 ſhil. more thereof, & on the 24 of June then next following 20 ſhil. reſidue of the ſaid ſum of &c. as by the ſaid Obligation and Condition more at large appeareth. If therefore the ſaid R. his Executors, Adminiſtrators or Aſſignes, or any of them, do well and truly pay, or cauſe to be paid to the ſaid W. C. his Executors, Adminiſtrators or Aſſignes, the ſaid ſum of 13 pounds 6 ſhil. 8 pence of lawfull money, of *England*, At or in the place above mentioned in ſuch manner as the ſame is above expreſſed and limitted, to be paid for the diſcharge and making void of the ſaid recited Obligation without fraud or further delay, That then this Obligation be void and of none effect, but if default ſhall be made in any of the ſaid payments, in part or in all, then this Obligation to ſtand and abide in full power, ſtrength and virtue.

A Condition for a Brewers Clerk.

THe Condition of &c. that whereas, the within named I. D. hath before the day of the date within written, entertained into his ſervice, the within bound I. H. to ſerve in the room, place or office of a dray-Clerke or bear-Clerke. If therefore the ſaid I. H. doth and ſhall do during the time of his ſervice in the ſaid Office or place carefully and diligently uſe and imploy himſelf, and his beſt endeavours in the ſaid room or office, and do once in every week weekly during the continuance of his ſervice in the ſaid office make and give up to the ſaid I. D. his Executors or Aſſignes, a true, juſt and perfect accompt in writing, at the meſſuage or bear-houſe of him the ſaid I. D. ſcituate &c. of all ſuch bear, goods and money of the ſaid I. D. as by any wayes or means ſhall come to the hands, charge, cuſtody or poſſeſſion of the ſaid I. H. And likewiſe do from week to week upon every Monday weekly, during the ſaid term, at the place aforeſaid, content and pay unto the ſaid I. D. his Executors or Aſſigns, all ſuch ſum and ſums of money as the ſaid I. H. ſhall have received of any perſon or perſons whatſoever, due or any wiſe belonging unto the ſaid I. D. his Executors or Aſſigns: And further, if the ſaid I. H. do not deliver or truſt to any Cuſtomer or Cuſtomers, or any other perſon or perſons now not ſerved by the ſaid I. D. above four barrels of bear at the moſt, before ſuch time as he ſhall have made the ſaid I. D. acquainted therewith; and of what eſtate and condition all and every ſuch new Cuſtomers are of, and alſo ſhall have the conſent of him the ſaid I. D. thereunto. And further, if the ſaid I. H. do not depart from the ſervice of him the ſaid I. D.

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his Executors, Administrators or Assigns, before such payment and satisfaction shall be made by him the said I. H. unto the said I. D. his Executors, Administrators or Assigns, of all such goods, arrearages, debts, sum and sums of money, as he the said I. H. shall be found to be indebted unto the said I. D. his Executors or Assigns or any of them: And if in case it shall happen the said I. H. to die or depart this life during the continuance of the said office or place of bear-Clerk to the said I. D. his Executors or Assigns: Then if the Executors, Administrators or Assigns of the said I. H. do or shall (within one moneth next ensuing after the decease of the said I. H.) well and truely satisfie and pay, or cause to be satisfied and paid unto the said I. D. his Executors, Administrators or Assigns, at the said Brew house, all such arrearages, debts, & sum and sums of money as the said I. H. shall be found to be indebted and to owe unto the said I. D. his Executors or Assigns or any of them, at the time of such decease of him the said I. H. without fraud or coven: That then this &c. or else to &c.

FINIS.

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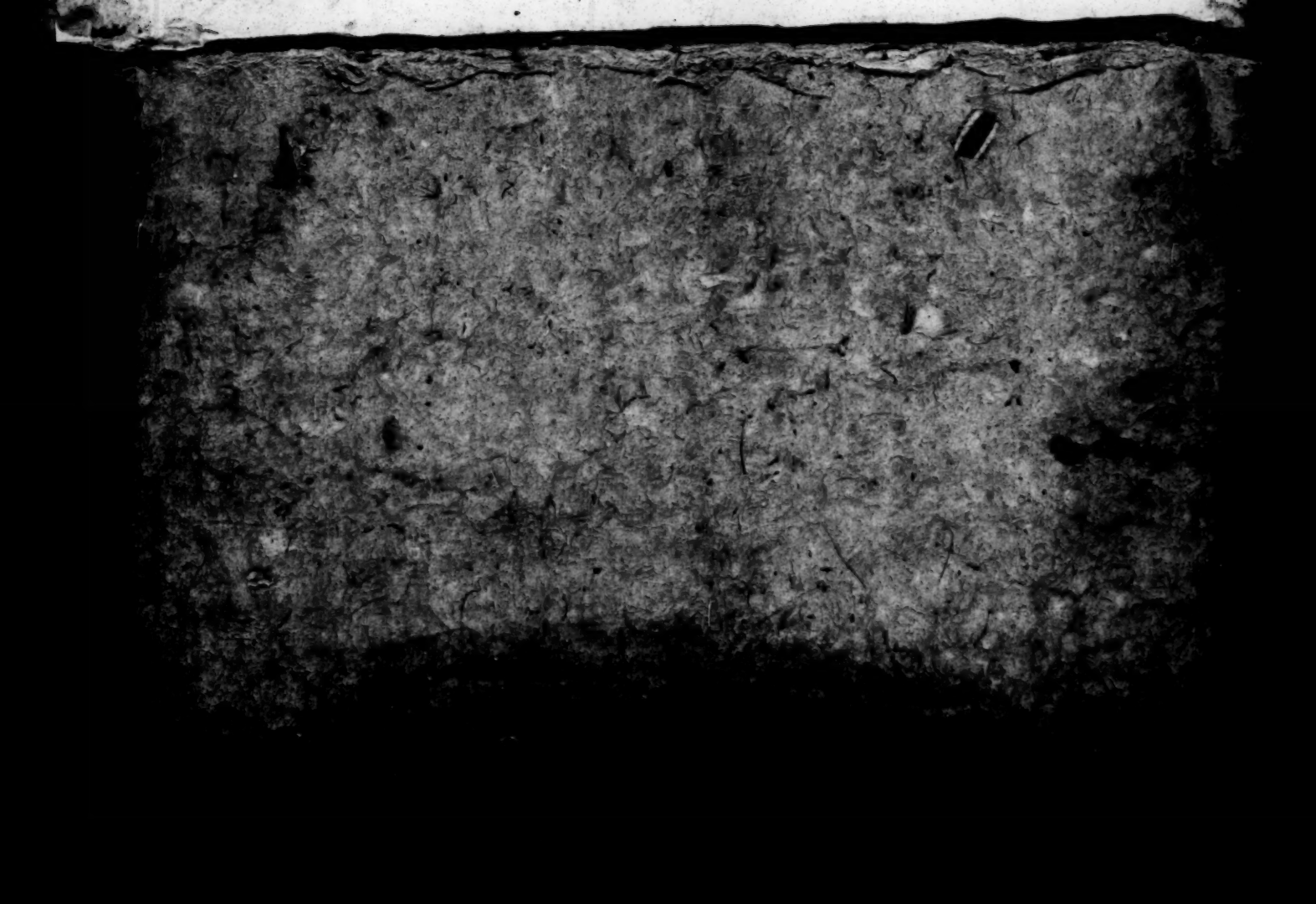
Anno Othello hus book
if any body wil grief it too
[redacted]

Anno Othello hus book and
if any body wil grief it
hus thou shoo will be glad
and if thay will not then
let them thus

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